



## **NOTICE OF PUBLIC MEETING**

The Lewis and Clark County Commissioners Public Meeting will be held on Tuesday, April 23, 2024, at 9:00 AM in Commission Chambers, Rm 330.

It is the policy of the Board of County Commissioners to render a decision at a later date after they have had ample time to consider all oral and written public testimony. The BoCC may render a final decision on the same date if substantial new information is not received. Public comment must be limited to matters under the jurisdiction of the Commission.

1. **Pledge of Allegiance**

2. **Consent Action Items**

a. Public Meeting Minutes for February 6, 15, 20; March 12, 21; April 4, 11, 2024. (Florence Liston)

b. Westside Fire Service Area Fire Protection Agreement Renewal. (Frank Cornwell)

3. **Bid Opening. 2024 Paint Striping. (Audra Zacherl)**

The Commissioners will consider opening the bids.

4. **Bureau of Land Management Lands Update. (Lindsey Babcock)**

The Commissioners will hear the update.

5. **Grant Application to the Montana Department of Natural Resources and Conservation. (Jessica Makus)**

The Commissioners will consider the grant application to the Department of Natural Resources & Conservation for the Renewable Resource Grant and Loan Program in the amount of \$30,000 for a planning grant to evaluate stormwater drainage in Eastgate I and Eastgate II Rural Improvement Districts. Total project cost is \$86,800.

6. **Contract Between Lewis and Clark County and Pine Cove Consulting. (Jenny Chambers)**

The Commissioners will consider the contract with Pine Cove Consulting to replace the Landfill Hikvision camera system by August 31, 2024 for a sum not to exceed \$36,568.46.

7. **Contract Between Lewis and Clark County and Great West Engineering. (Dan Karlin)**

The Commissioners will consider the contract with Great West Engineering to provide

engineering services on the Lake Helena Improvement Project for time and materials not to exceed \$197,200 with work to be completed by April 30, 2025.

8. **Right-of-Way Agreement for Applegate Road and Lincoln Road Intersection. (Dan Karlin)**

The Commissioners will consider the Right-of-Way Agreement to grant the Montana Department of Transportation 0.11 acres at the Applegate Road and Lincoln Road intersection for the sum of \$9,600.

9. **Approval of Realty Transfer Certificate with the Montana Department of Transportation. (Dan Karlin)**

The Commissioners will consider approving the Realty Transfer Certificate to transfer 0.11 acres of property to the Montana Department of Transportation for use as right-of-way to complete the Highway Safety Improvement Program roundabout project at Applegate Road and Lincoln Road.

10. **Contract Between Lewis and Clark County and Eagle Electric, Inc. (Pam Attardo)**

The Commissioners will consider the contract with Eagle Electric, Inc. in the amount of \$5,487 for electrical work in the Unionville School. The contract begins upon approval by both parties through May 31, 2024.

11. **Contract Between Lewis and Clark County and Colton J. Johnson, Proprietor of Montana Tree Care. (Pam Attardo)**

The Commissioners will consider the contract with Colton Johnson, proprietor of Montana Tree Care in the amount of \$1,500 for removal of 3 trees at the Unionville School property. The contract begins upon approval by both parties through May 31, 2024.

12. **Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.**

13. **Adjourn**

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**ADA NOTICE**

Lewis and Clark County is committed to providing access to persons with disabilities for its meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The County will not exclude persons with disabilities from participation at its meetings or otherwise deny them County's services, programs, or activities. Persons with disabilities requiring accommodations to participate in the County's meetings, services, programs, or activities should contact Keni Grose, as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following:

- (406)-447-8316
- kgrose@lccountymt.gov
- TTY Relay Service 1-800-253-4091 or 711
- 316 N Park, Room 303





## ATTACHMENTS:

Description	Type
<input type="checkbox"/> 2-6-24 BoCC Minutes	Attachment
<input type="checkbox"/> 2-15-24 BoCC Minutes	Attachment
<input type="checkbox"/> 2-20-24 BoCC Minutes	Attachment
<input type="checkbox"/> 3-12-24 BoCC Minutes	Attachment
<input type="checkbox"/> 3-21-24 BoCC Minutes	Attachment
<input type="checkbox"/> 4-4-24 BoCC Minutes	Attachment
<input type="checkbox"/> 4-11-24 BoCC Minutes	Attachment



## **PUBLIC MEETING**

February 6, 2024  
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Tuesday, February 6, 2024, at 9:00 AM in Commission Chambers, Rm 330.

### **Roll Call**

Chair Andy Hunthausen called the meeting to order at 9 a.m.

Commissioner Candace Payne and Commissioner Tom Rolfe were present. Others attending all or a portion of the meeting included Roger Baltz, Nicho Hash, Jenny Chambers, Rachel Ward, Kari DesRosier, Angie Hubbard, Frank Cornwell, Greg McNally, Justine McKechnie, Barb Hamlin, Jacob Myles, Bri Lake, Kellie McBride, Ann McCauley, James Thomas, Sarah Sandau, Drenda Niemann, Jessica Makus, Joe Nistler, and Florence Liston, Recording Secretary.

### **Pledge of Allegiance**

Everyone recited the pledge.

### **Consent Action Items**

There were no consent action items.

### **Department Head Updates.**

[02:28] Frank Cornwell, Chief Financial Officer, announced that the 2025 budget season officially started. The county is in the process of looking at a 3.5% cost-of-living adjustment (COLA).

James Thomas, Information Technology and Services Director, reported that the network team focused on the exterior work projects because of the warm weather. The department is concentrating on the break/fix projects.

Kari DesRosier, Human Resources Director, reported that the department is busy with recruitments, W-2s were issued for five hundred employees and verified vacation overage.

Drenda Niemann, Public Health Officer, discussed community health assessment. There will be a door-to-door survey. In East Helena, the EPA has updated their requirements for cleanup of soils for residential and commercial properties. The mobile health crisis team reaches out into the community to help individuals.

Greg McNally, Community Development and Planning Director, reported that conditional use permit applications in response to the part two zoning have been active. The Board of Adjustment have approved seven conditional use permits. The department is working on several long-range plans.

Kelly McBride, Criminal Justice Services Director, reported on the Criminal Justice Coordinating Council which continues to meet and establish priorities. Strengthening the pretrial services with the expectation that the pretrial services become nationally accredited.

Jenny Chambers, Public Works Director, reported that the department is responsible for the construction and maintenance of county roads and bridges. The department provides maintenance work on all the county buildings, solid waste activities, and manages all improvements and maintenance of rural improvement districts along with special districts.

Ann McCauley, Grants and Purchasing Director, presented the updated purchasing policy. Under the grants update, the department has been awarded one million dollars in community development block grant funds.

Matt Walter, Extension Office Director, reported on the completion of the first two classes of the Mid-Mountain Pesticide series. The department is in the middle of the community education series in partner with Helena College of Technology. Mr. Walter is teaching a small acre management class and a hobby gardening class. The 4-H Club has 450 youth enrolled and 102 volunteers enrolled.

Roger Baltz, Chief Administrative Officer, discussed the response to emergency situations and recovery. The Emergency Management Team is continuing to work on a hazard mitigation plan.

**Contract Between Lewis and Clark Public Health and JG Research and Evaluation. (Sarah Sandau)**

[00:18] Sarah Sandau, Community Health Promotion Division Administrator, presented the contract with JG Research and Evaluation in the amount of \$15,000 for services to update the Behavioral Health Crisis System Analysis. The work will commence upon approval and will be completed by June 30, 2024. Staff recommends approval.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

**Agreement to Extend Preliminary Approval of the Amended Plat of Myles Minor Subdivision. (Applicant: Tim & Elaine Myles) (Planner: Rachel Ward)**

[05:40] Rachel Ward, Planner I, presented the extension request of the preliminary approval for the Amended Plat of Myles Minor Subdivision which was granted preliminary approval by the Commissioners on February 18, 2024. The request for extension expires February 18, 2027. Staff recommends approval.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

**Resolution 2024-11 to Amend the Red Fox Meadows Road Rural Improvement District No. 2019-03. (Planner: Angie Hubbard)**

[13:39] Angela Hubbard, Planner II, presented a resolution to amend the existing Red Fox Meadows Road Rural Improvement District (RID) 2019-03 which provides maintenance for the internal road network within Red Fox Meadows Subdivision. All conditions of approval have been met. Staff recommends approval of the resolution.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

**Resolution 2024-12 to Amend the Red Fox Meadows Stormwater Rural Improvement District No. 2019-04. (Planner: Angie Hubbard)**

[18:44] Angie Hubbard, Planner II, presented a resolution to amend the existing Red Fox Meadows Stormwater Rural Improvement District (RID) 2019-04 which provides maintenance for the stormwater facilities within Red Fox Meadows Subdivision. All conditions of approval have been met. Staff recommends approval of the resolution.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

**Resolution 2024-13 to Amend the Red Fox Meadows Trails Rural Improvement District No. 2019-05. (Planner: Angie Hubbard)**

[22:06] Angie Hubbard, Planner II, presented the resolution to amend the existing Red Fox Meadows Trails Rural Improvement District 2019-05 which provides maintenance for the trails within Red Fox Meadows Subdivision. All conditions of approval have been met. Staff recommends approval of the resolution.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

**Final Plat Application for The Prestige at Red Fox Meadows, SUBD 2022-001. (Applicant: Hamlin Construction Inc., Barbara Hamlin) (Planner: Angie Hubbard)**

[26:50] Angie Hubbard, Planner II, presented the final plat approval for The Prestige at Red Fox Meadows Major Subdivision. All conditions of approval have been met. Staff recommends approval.

PUBLIC COMMENT -

Barb Hamlin, 1625 University Street, Thanked everyone for all the hard work.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

**Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.**

**Adjourn**

There being no further business, the meeting adjourned at 11:01 am.

Meeting minutes approved on \_\_\_\_\_

LEWIS AND CLARK COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Andy Hunthausen, Chair

\_\_\_\_\_  
Candace Payne, Vice Chair

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Tom Rolfe, Member

ATTEST:

\_\_\_\_\_  
Amy Reeves, Clerk of the Board



## **PUBLIC MEETING**

February 15, 2024  
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Thursday, February 15, 2024, at 9:00 A.M. in Commission Chambers, Rm 330.

### **Roll Call**

Chair Andy Hunthausen called the meeting to order at 9 a.m.

Commissioner Candace Payne was present, and Commissioner Tom Rolfe was absent. Others attending all or a portion of the meeting included Roger Baltz, Nicho Hash, Audra Zacherl, Jessica Makus, Ann McCauley, Marni Bentley, Jesse Whitford, Kevin Horne, Misty Edwards, and Florence Liston, Recording Secretary.

### **Pledge of Allegiance**

Everyone recited the pledge.

### **Consent Action Items**

a. Vendor Claims Report for Week Ending February 16, 2024. (Marni Bentley)

[00:57] Roger Baltz, Chief Administrative Officer, reported on consent action item 2a and recommended approval.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Hunthausen. The motion Passed on a 2-0 vote.

### **Bid Opening. 2024 County Crack Seal Project. (Audra Zacherl)**

[02:16] Audra Zacherl, Public Works Assistant Director, presented the bid opening. Five bids were received. This is for the county crack seal project which consists of routing; cleaning (including vegetation sterilization); and sealing cracks in the asphalt pavement that are ¼" wide or wider. The first bid is from Z & Z Seal Coating, Inc. of Billings, MT for \$91,732.34. The second bid is from Estes Seal Coating, LLC of Helena MT for \$57,818.50. The third bid is from Yellowstone Pavement Solutions of Belgrade, MT for \$152,630.28. The fourth bid is from Cap Paving, Inc. of East Helena, MT for \$64,752.24. The last bid is from Asphalt Seal & Stripe, LLC of Helena, MT for \$58,199.93. This project is funded from American Rescue Plan Act Funds (ARPA).

No public comment was received.

A motion was made by Commissioner Payne for staff to take the bids under advisement and make a recommendation to the commission on February 29, 2024. The motion was seconded by Commissioner Hunthausen. The motion Passed on a 2-0 vote.

**Bid Opening. 2024 Rural Improvement District Crack Seal Project. (Audra Zacherl)**

[12:32] Audra Zacherl, Public Works Assistant Director, presented the bid opening. Five bids were received for the RID crack seal project which consists of routing cracks that are 1/4" wide or wider; clean all routable cracks; non-routable cracks; refills (including vegetation sterilization); and sealing all cracks in the asphalt pavement on roads. The first bid is from Z & Z Seal Coating, Inc. of Billings MT for \$183,808.46. The second bid is from Estes Seal Coating, LLC of Helena, MT for \$114,039. The third bid is from Cap Paving, Inc. of East Helena, MT for \$112,814.20. The fourth bid is from Yellowstone Pavement Solutions of Belgrade, MT for \$114,687.30. The last bid is from Asphalt Seal & Stripe, LLC. of Helena, MT for \$102,022.70.

No public comment was received.

A motion was made by Commissioner Payne for staff to take the bids under advisement and make a recommendation to the Commission on February 29, 2024. The motion was seconded by Commissioner Hunthausen. The motion Passed on a 2-0 vote.

**Bid Award. Juniper and Stable Asphalt Overlay Project. (Jessica Makus)**

[22:45] Jessica Makus, Special Districts Coordinator, presented the bid award. On January 30, 2024, three bids were opened for the Juniper and Stable Asphalt Overlay Project. The project consists of constructing a 3-inch-thick asphalt overlay on Juniper Drive and Stable Road. Funding for this project comes from an INTERCAP loan. After review of all bids staff recommends awarding the contract to the low bidder, Helena Sand & Gravel, Inc. of Helena, MT for the total contract amount of \$209,552.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Hunthausen. The motion Passed on a 2-0 vote.

**Grant Application to the Montana Department of Natural Resources and Conservation. (Ann McCauley)**

[25:22] Ann McCauley, Grants and Purchasing Director, presented the grant application to the Montana Department of Natural Resources and Conservation's Urban and Community Forestry/Inflation Reduction Act (IRA) grant program. The grant request is for \$16,500 with no match required. The grant includes contracted services for a professional landscaping firm to develop the Tree Plan for Hooper Park, in Lincoln, MT. The expected period of performance is April to October 2024. Staff recommends approval.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Hunthausen. The motion Passed on a 2-0 vote.

**Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.**

**Adjourn**

There being no further business, the meeting adjourned at 9:33 a.m.

Meeting minutes approved on \_\_\_\_\_

LEWIS AND CLARK COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Andy Hunthausen, Chair

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Candace Payne, Vice Chair

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Tom Rolfe, Member

ATTEST:

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Amy Reeves, Clerk of the Board





## **PUBLIC MEETING**

February 20, 2024  
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Tuesday, February 20, 2024, at 9:00 A.M. in Commission Chambers, Rm 330.

### **Roll Call**

Chair Andy Hunthausen called the meeting to order at 9 a.m.

Commissioner Candace Payne and Commissioner Tom Rolfe were present. Others attending all or a portion of the meeting included Roger Baltz, Keegan Shea, Jenny Chambers, Mac McCarley, Pam Attardo, Sonny Tapia, and Florence Liston, Recording Secretary.

### **Pledge of Allegiance**

Everyone recited the pledge.

### **Consent Action Items**

There were no consent action items.

### **Public Hearing. Review of Environmental Review Record Associated with the Courthouse Elevator Replacement Project. (Jenny Chambers)**

[01:14] Jenny Chambers, Public Works Director, presented the Environmental Assessment review for the Montana Historic Preservation Grant application. The funds would be for the courthouse elevator replacement project at an estimated cost of \$995,853. Public notice was advertised. A final environmental determination will be made and brought to the Commissioners on February 29, 2024.

Mac McCarley, Maintenance Supervisor, explained why the replacement is needed.

Pam Attardo, Historic Preservation Officer, talked about the history of the courthouse.

No public comment was received.

A motion to close the public hearing and send it back for a final environmental review and determination by staff and return with final decision on February 29, 2024, was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

### **Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.**

### **Adjourn**

There being no further business, the meeting adjourned at 9:20 am.

Meeting minutes approved on \_\_\_\_\_

LEWIS AND CLARK COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Andy Hunthausen, Chair

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Candace Payne, Vice Chair

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Tom Rolfe, Member

ATTEST:

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Amy Reeves, Clerk of the Board



## **PUBLIC MEETING**

March 12, 2024  
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Tuesday, March 12, 2024, at 9:00 A.M. in Commission Chambers, Rm 330.

### **Roll Call**

Chair Andy Hunthausen called the meeting to order at 9 a.m.

Commissioner Candace Payne and Commissioner Tom Rolfe were present. Others attending all or a portion of the meeting included Roger Baltz, Nicho Hash, Keegan Shea, Audra Zacherl, Jenny Chambers, Mac McCarley, Jesse Whitford, and Florence Liston, Recording Secretary.

### **Pledge of Allegiance**

Everyone recited the pledge.

### **Consent Action Items**

There were no consent action items.

### **Bid Opening. 2024 Chip Seal. (Audra Zacherl)**

[01:13] Audra Zacherl, Public Works Assistant Director, presented the bid opening. Two bids were received for the chip seal surfacing, fog sealing, and paint striping on various county roads. The first bid is from Bullock Contracting, LLC of Boulder, MT for \$1,884,711.15. The second bid is from Helena Sand and Gravel Helena, MT for \$1,819,995.69. Staff would like to take these bids under advisement and return on Thursday March 28 for a recommendation for award.

No public commit was received.

A motion was made by Commissioner Rolfe for staff to take the bids under advisement and make a recommendation to the Commission on March 28, 2024. The motion was seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

### **Grant Application to Montana Disaster and Emergency Services. (Jenny Chambers)**

[05:01] Jenny Chambers, Public Works Director, presented the grant application to Montana Disaster and Emergency Services Homeland Security Grant Program in the amount of \$121,350 to replace and expand the courthouse closed circuit television system, add door contact alarms, and add first floor window glass break alarms. There is no match for this grant. The grant period begins October 1, 2024, through December 31, 2025. Staff recommends approval.

Mac McCarley reported on the process of the security in the courthouse.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

**Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.**

**Adjourn**

There being no further business, the meeting adjourned at 9:12 a.m.

Meeting minutes approved on \_\_\_\_\_

LEWIS AND CLARK COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Andy Hunthausen, Chair

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Candace Payne, Vice Chair

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Tom Rolfe, Member

ATTEST:

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Amy Reeves, Clerk of the Board



## **PUBLIC MEETING**

March 21, 2024  
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Thursday, March 21, 2024, at 9:00 A.M. in Commission Chambers, Rm 330.

### **Roll Call**

Chair Andy Hunthausen called the meeting to order at 9 a.m.

Commissioner Candace Payne and Commissioner Tom Rolfe were present. Others attending all or a portion of the meeting included Roger Baltz, Nicho Hash, Keegan Shea, Ann McCauley, Jenny Chambers, Bill Schrader, and Florence Liston, Recording Secretary.

### **Pledge of Allegiance**

Everyone recited the pledge.

### **Consent Action Items**

There were no consent action items.

### **Subrecipient Agreement Between Lewis and Clark County and Augusta American Legion #51. (Ann McCauley)**

[01:12] Ann McCauley, Grants and Purchasing Director, presented a subrecipient agreement with Augusta American Legion Post #51 for the implementation of a Local Assistance and Tribal Consistency Fund award to complete installation of the new electrical service and move all wiring underground at the Augusta American Legion Rodeo Grounds in Augusta, MT. The amount of the award is \$22,850 and the period of performance is upon execution through September 30, 2024. Staff recommends approval.

Bill Schrader, Finance Officer for Augusta, reported on the electrical project.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

### **American Rescue Plan Act Update and Recommendation for Unobligated Funds.(Ann McCauley)**

[08:37] Ann McCauley, Grants and Purchasing Director, presented the update on Lewis and Clark County's Direct Allocation of American Rescue Plan Act (ARPA) funding and recommendations for currently unobligated ARPA funds. Staff recommends approval.

Jenny Chambers discussed the projects that are affected by the ARPA funds.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

**Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.**

**Adjourn**

There being no further business, the meeting adjourned at 9:41 a.m.

LEWIS AND CLARK COUNTY  
BOARD OF COMMISSIONERS

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Andy Hunthausen, Chair

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Candace Payne, Vice Chair

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Tom Rolfe, Member

ATTEST:

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Amy Reeves, Clerk of the Board



## **PUBLIC MEETING**

April 4, 2024  
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Thursday, April 4, 2024, at 9:00 A.M. in Commission Chambers, Rm 330.

### **Roll Call**

Chair Andy Hunthausen called the meeting to order at 9 a.m.

Commissioner Candace Payne and Commissioner Tom Rolfe were present. Others attending all or a portion of the meeting included Roger Baltz, Nicho Hash, Jenny Chambers, Nadine McCarty, and Florence Liston, Recording Secretary.

### **Pledge of Allegiance**

Everyone recited the pledge.

### **Consent Action Items**

- a. Public Meeting Minutes for February 8, 15, 22, 27; March 5, 2024. (Florence Liston)
- b. Urban Boundary Adjustment to Highway System Approvals Map. (Jenny Chambers)

[00:43] Roger Baltz, Chief Administrative Officer, reported on consent action items 2a-b and recommended approval.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

**Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.**

### **Adjourn**

There being no further business, the meeting adjourned at 9:02 a.m.

Meeting minutes approved on \_\_\_\_\_

LEWIS AND CLARK COUNTY  
BOARD OF COMMISSIONERS

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Andy Hunthausen, Chair

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Candace Payne, Vice Chair

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Tom Rolfe, Member

ATTEST:

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Amy Reeves, Clerk of the Board





## **PUBLIC MEETING**

April 11, 2024  
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Thursday, April 11, 2024, at 9:00 A.M. in Commission Chambers, Rm 330.

### **Roll Call**

Chair Andy Hunthausen called the meeting to order at 9 a.m.

Commissioner Candace Payne and Commissioner Tom Rolfe were present. Others attending all or a portion of the meeting included Roger Baltz, Nicho Hash, Keegan Shea, Dan Karlin, Kevin Horne, Ed Tinker, Elizabeth Hale, Nelda Walker, Pam Von Bergen, Marni Bentley, Nadine McCarty, Jeremy Mygland, Greg McNally, and Florence Liston, Recording Secretary.

### **Pledge of Allegiance**

Everyone recited the pledge.

### **Consent Action Items**

- a. Vendor Claims for the Week Ending April 12, 2024. (Marni Bentley)
- b. Resolution 2024-20 Declaring County Property Surplus Property. (Amy Reeves)

[01:16] Roger Baltz, Chief Administrative Officer, reported on consent action items 2a-b and staff recommended approval.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

### **Bid Award. Valley Drive Improvements. (Dan Karlin)**

[02:27] Dan Karlin, County Engineer, presented the bid award. On March 28, 2024, three bids were opened for the Valley Drive Improvements project. The project consists of asphalt overlay for a portion of Valley Drive, from Canyon Ferry Road to Howard Road approximately 8.96 miles. Funding for this project is in the road infrastructure budget. After the review of the bids, staff recommends awarding the contract to Hoffman's R&M Services, Inc. of Helena, Montana, for the total contract amount of \$148,618.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

**Bid Award. Augusta Gravel. (Dan Karlin)**

[05:23] Dan Karlin, County Engineer, presented the bid opening. On March 28, 2024, one bid was opened for the Augusta Gravel Supply project. The project consists of providing 20,000 tons of 1 1/4" minus top surfacing gravel, stockpiled within a ten-mile radius of the intersection of Sun Canyon and Barr Creek Roads, Augusta, Montana. Funding for this project is in the road infrastructure budget. After review of the bid, staff recommends awarding the contract to Valley Sand and Gravel, LLC. of Helena, Montana for the total contract amount of \$197,800.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

**Cooperative Forest Road Agreement Between Lewis and Clark County and the United States Forest Service. (Kevin Horne)**

[09:50] Kevin Horne, Road and Bridge Operations Supervisor, presented the Cooperative Forest Road Agreement Schedule A with the United States Forest Service. This long-lasting agreement allows maintenance on specific roads outlined within the agreement to be performed by either Lewis and Clark County on US Forest Service roads or by US Forest Service on Lewis and Clark County roads. The reason for the change is to identify specific roads that may require additional maintenance due to timber harvest operations on designated haul routes. Staff recommends approval.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

**Board Appointments. (Roger Baltz)**

[26:34] Roger Baltz, Chief Administrative Officer, presented the board appointments for the Augusta Solid Waste District Board, Board of Adjustment, and the Fair Board.

There has been a vacancy for over a year on the Augusta Solid Waste District Board. Lloyd Allen and Dale Clark applied. Staff recommends a selection be made to complete the vacant term that expires December 31, 2025.

No public comment was received.

A motion to Appoint Dale Clark to the Augusta Solid Waste District Board was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

Nicole McKeith resigned from the Board of Adjustment with a term to expire June 30, 2024. Tony Quirini applied. Staff recommends considering Tony Quirini for the position on the Board of Adjustment that expires June 30, 2024.

No public comment was received.

A motion to accept the application of Tony Quirini to sit on the Board of Adjustment in place of Nicole McKeith was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

FayDee Hamilton, A Jo Young, Jay Sherley have served on the Fair Board with partial terms that expired December 31, 2023. FayDee Hamilton does not wish to be reconsidered. Both A Jo Young and Jay Sherley wish reappointment. Mat Walter and John Moore applied. Staff recommends selection of candidates for the three positions on the Fair Board.

No public comment was received.

A motion to Appoint Jay Sherley, A Jo Young, and John Moore to the Fair Board was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

**Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.**

Elizabeth Hale, resident of Helena, talked about election integrity.

Jeremy Mygland, resident of the county, talked about election integrity.

**Adjourn**

There being no further business, the meeting adjourned at 9:47 a.m.

Meeting minutes approved on \_\_\_\_\_

LEWIS AND CLARK COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Andy Hunthausen, Chair

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Candace Payne, Vice Chair

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Tom Rolfe, Member

ATTEST:

\_\_\_\_\_  
Amy Reeves, Clerk of the Board



**ATTACHMENTS:**

Description

Type



Agreement

Contract

## **AGREEMENT COVERSHEET**

**(All City agreements and documents routed outside your department are required to have a coversheet):**

Agreement Type: **Financial Agreement**

Department: **Fire**

Division: **N/A**

Creator: **Stephanie Crook**

Date Created: **4/9/2024**

Contractor / Service Provider: **Lewis & Clark County**

Agreement Amount / Value:

Budget Funding Source: **General Fund**

Finance Project Number:

Agreement Number: Click or tap here to enter text.

Purpose / Additional Notes:

This agreement is between the City of Helena and Lewis and Clark County for fire protection services to the County area known as the Westside Fire Service Area.

This agreement has been reviewed by the City Legal Dept and approved by the City

Commission on 3/25/2024.

City Attorney Received

4-10-24

City Manager Received

**RECEIVED**

APR 10 REC'D

**CITY MANAGER**

City Clerk Received

4-10-24

Department Approval:

Attorney Review:

Handwritten signature of Jon Campbell in blue ink, written over a horizontal line.

Please return digital executed agreement to: **Chief Jon Campbell and Stephanie Crook**

## **WESTSIDE FIRE SERVICE AREA FIRE PROTECTION AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF HELENA, MONTANA**, hereinafter referred to as "City," and **LEWIS AND CLARK COUNTY, MONTANA**, hereinafter referred to as "County," on behalf of the Westside Fire Service Area (WFSA).

**WHEREAS**, the County has requested that the City provide fire suppression, investigation, and medical emergency first responder services within the WFSA at as near as possible a level as such services are provided to properties within the corporate limits of the City, and upon the terms and conditions hereinafter provided; and

**WHEREAS**, the WFSA is a legally created Fire Service Area in accordance with § 7-33-2401 and § 7-33-2404, Montana Code Annotated; and

**WHEREAS**, the WFSA would like to obtain the fire services stated above and enter into a agreement with the City for such services; and

**WHEREAS**, the Board of County Commissioners of Lewis and Clark County has elected to govern and manage the affairs of the WFSA pursuant to § 7-33-2403, Montana Code Annotated; and

**WHEREAS**, the Board of County Commissioners retains the right to transfer the management of the WFSA to a Board of Trustees in accordance with § 7-33-2403, Montana Code Annotated, and, if such a transfer occurs, written notice thereof shall be provided to the City thirty (30) days prior to the effective date of the transfer.

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

**SERVICES:** The City will furnish the following services to properties and residents within the WFSA at the same level as such services are provided to properties and residents within the corporate limits of the City:

1. Fire protection and suppression;
2. Fire inspection upon request by the County Fire Warden, Sheriff, and/or the property owner;
3. Fire investigations; and
4. Medical emergency first responder services.

5. The City's Open Burning Ordinance does not apply to the WFSA. Property owners within the WFSA fall under County burning regulations.

**SERVICE AREA:** Fire services will be provided to all properties located within the boundaries of the WFSA as specified in the resolution of the Lewis & Clark County Commission creating said WFSA, and as amended from time to time by agreement of the parties. Any enlargement of the WFSA will not receive fire services unless the enlargement is approved in writing by the City. Other than by annexation, no property shall be deleted from the service area without the written consent of both parties.

**ANNEXATIONS:** In the event the City annexes any property located within the WFSA, said property will automatically be excluded from the WFSA effective January 1 of the year following the year in which annexation occurred. Pursuant to this section, any properties within the WFSA which are annexed into the City will continue to be responsible for payments of charges to the WFSA attributable to the full year during which the annexation occurred. On January 1 of the year following the date of annexation, said property will be subject to City property taxes and will no longer be required to pay charges for services provided through the WFSA.

**TERM:** This agreement shall commence on July 1, 2024, and terminate on June 30, 2030. It may be renewed by the parties thereafter as they may mutually agree in writing. This agreement may be canceled by either party upon thirty (30) days' written notice given to the other party by certified mail or personal service at the addresses shown below; provided, however, that no cancellation of this agreement by the County will obligate the City to refund any portion of the fee paid hereunder which may have been previously paid by the County to the City. For purposes of the notice requirements of this agreement, any notice will be deemed sufficient if it is deposited in the United States mail, postage prepaid, addressed as follows:

**CITY MANAGER**

**City-County Building  
316 North Park Avenue Helena, MT 59623**

**LEWIS & CLARK COUNTY COMMISSION**

**City-County Building  
316 North Park Avenue Helena, MT 59623**

**CHARGES AND PAYMENT:** The fee for providing services hereunder shall be the amount collected by the County from the Westside Fire Service Area for each fiscal year. Assessments per structure in the Fire Service Area are addressed in County Resolution 2001-86 and are based on the taxable value per structure. This fee will be paid in no less than two (2) installments each year during the term of this agreement, with a payment being due on or before December 31st and a subsequent payment by June 30th. The County will remit the existing cash balance of the fund with each payment.

**INDEPENDENT CONTRACTOR:** For purposes of this agreement, the City shall be regarded as an independent contractor providing the fire services described herein to the WFSA. All decisions as to the type and amount of equipment used, the number of personnel, the firefighting techniques employed, and whether to respond to a particular call shall be made by the City Fire Chief or his designee. The WFSA and the County will not exercise any supervision, control, or discretion over the City's Fire Department pursuant to this agreement.

**STANDARD OF PERFORMANCE:** It is understood by the parties hereto that a fire may not be as easily suppressed in the WFSA as in the City limits due to the infrastructure limitations that exist. The County understands that the primary obligation of the City is to provide fire protection within its corporate limits. Therefore, the County agrees that should the City be unable to provide firefighters and apparatus due to the commitment of the Fire Department to emergencies within the corporate limits of the City, it will not require the City to answer any call it may have and will not make any claim against the City for the failure of the City to answer a fire call in such circumstances. In the event of the passage of any laws, either by



the State Legislature or by the people through the initiative process, which would require the City to make significant reductions or additions in Fire Department staffing, equipment, stations, or other facilities from current levels, then this agreement shall be re-negotiated. In the event the parties cannot reach a new agreement, this agreement shall be terminated.

**MODIFICATION:** This agreement may not be modified or amended unless reduced to writing and executed by all parties.

By:   
Tim Burton, City Manager

4-10-24  
Date

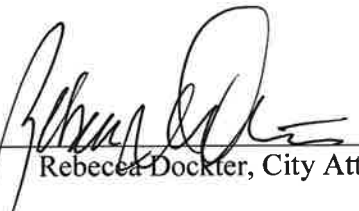


TEST:

  
Clerk of the Commission

4.10.24  
Date

APPROVED AS TO FORM:

By:   
Rebecca Dockter, City Attorney

4/10/24  
Date

LEWIS AND CLARK COUNTY COMMISSION

By: \_\_\_\_\_  
Andy Hunthausen, Chair of the Board of Commissioners      Date \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board of Commissioners      Date \_\_\_\_\_

RESOLUTION 2001 - 86

**A RESOLUTION LEVYING AND ASSESSING A FEE UPON ALL BENEFITED  
PROPERTY WITHIN THE WESTSIDE FIRE SERVICE AREA**

WHEREAS, the Board of County Commissioners properly created and established the Westside Fire Service Area, through Resolution 1990-86; and

WHEREAS, Section 7-33-2404, MCA, provides that the Board of County Commissioners shall by resolution establish a schedule of rates to be charged owners of structures that are benefited by the services offered by the fire service area; and

WHEREAS, Resolution 1990-86 provides a mechanism for assessing benefited properties based upon the benefits received; and

WHEREAS, revenues currently generated by the fire service area will not meet the anticipated expenses of the upcoming fiscal year and a rate increase is necessary; and

WHEREAS, the property owners of lots within the Westside Fire Service Area were notified of the increase pursuant to Section 7-1-2121 and 7-1-2122, MCA; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lewis and Clark County, that all owners of structures with an assessed value of \$50.00 or more will be assessed for fire protection services. The assessment shall be based upon a schedule of fees based upon the assessed valuation of each assessable property and is set forth in Exhibit "A", attached hereto.

BE IT FURTHER RESOLVED that the assessment amount contained on attached Exhibit "A" shall be made in two equal payments by the day and month specified on the annual tax notice. Payments made after the specified dates shall be delinquent.

DATED this 31st day of July, 2001.

BOARD OF COUNTY COMMISSIONERS  
LEWIS AND CLARK COUNTY

  
Karolin J. Loendorf, Chair

ATTEST:

  
Paulette J. DeHart, Clerk of Board



File: 2719 WsideRateResol



Lewis & Clark County

COUNTY

**3004407**

Page: 1 of 3  
07/31/2001 03:20P  
Bk-M25 Pg-1132

# EXHIBIT "A"

TOTAL TAXABLE VALUE	OLD FIRE SERVICE FEE	NEW FIRE SERVICE FEE
\$0 TO \$49	\$0.00	\$0.00
\$50 TO \$999	\$74.00	\$92.50
\$1,000 TO \$1,999	\$84.00	\$105.00
\$2,000 TO \$2,999	\$100.00	\$125.00
\$3,000 TO \$3,999	\$126.00	\$157.50
\$4,000 TO \$4,999	\$152.00	\$190.00
\$5,000 TO \$5,999	\$179.00	\$223.75
\$6,000 TO \$6,999	\$205.00	\$256.25
\$7,000 TO \$7,999	\$231.00	\$288.75
\$8,000 TO \$9,999	\$284.00	\$355.00
\$10,000 TO \$11,999	\$336.00	\$420.00
\$12,000 TO \$13,999	\$389.00	\$486.25
\$14,000 TO \$15,999	\$441.00	\$551.25
\$16,000 TO \$17,999	\$494.00	\$617.50
\$18,000 TO \$19,999	\$546.00	\$682.50
\$20,000 TO \$24,999	\$651.00	\$813.75
\$25,000 TO \$29,999	\$756.00	\$945.00
\$30,000 TO \$34,999	\$861.00	\$1,076.25
\$35,000 TO \$39,999	\$966.00	\$1,207.50
\$40,000 TO \$44,999	\$1,071.00	\$1,338.75

After \$44,999 in taxable value, add \$110 for every \$5,000 increase in taxable valuation.



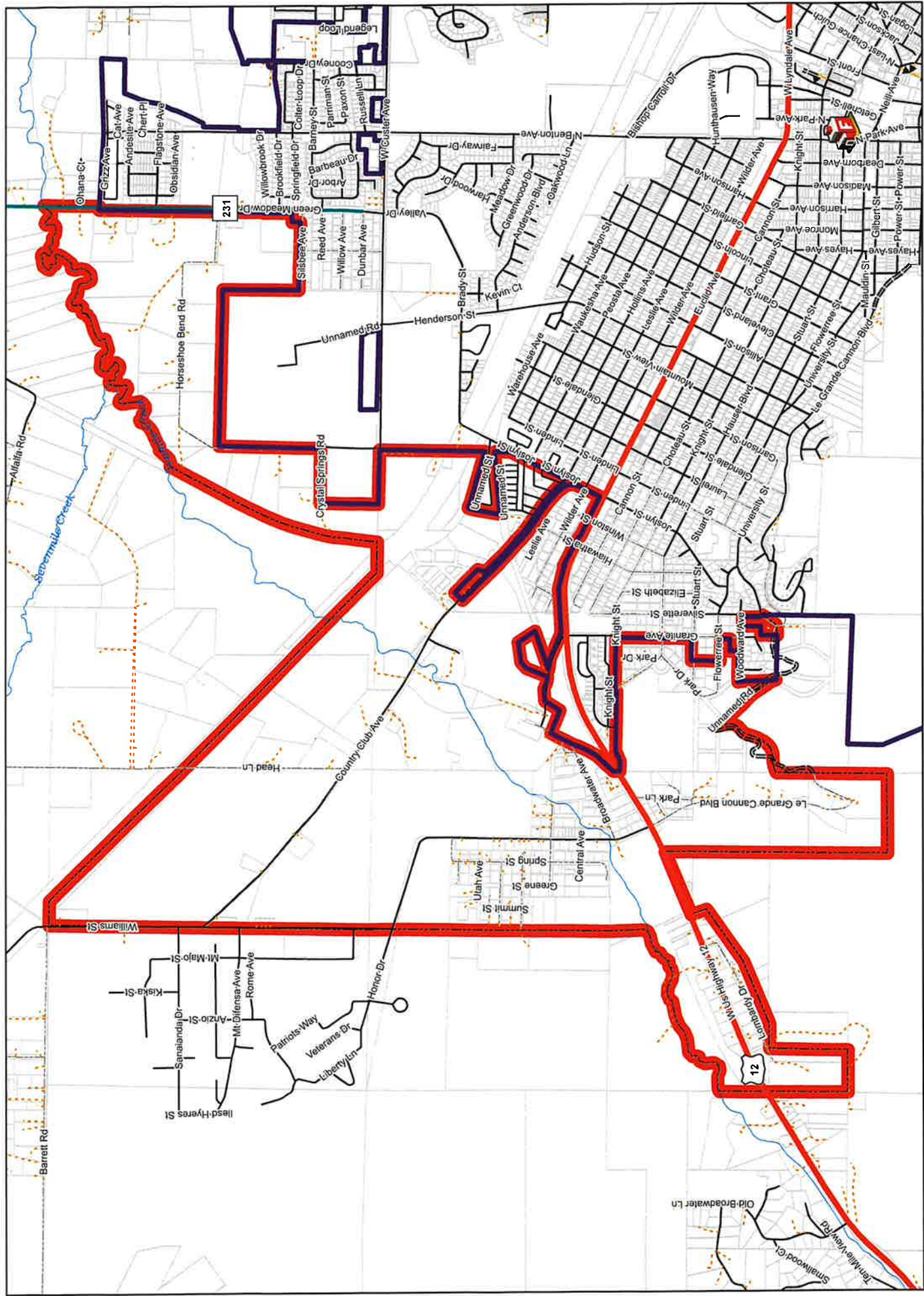
Lewis & Clark County

COUNTY

**3004407**

Page: 2 of 3  
07/31/2001 03:20P  
Bk-M25 Pg-1132





Westside Fire Service Area





Bid Opening. 2024 Paint Striping. (Audra Zacherl)

Presented By:

Summary:

The Commissioners will consider opening the bids.

Legal Review Required:

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Legal Ad Invite to Bid 2024	Attachment
<input type="checkbox"/> Legal Ad Invite to Bid 2024 Updated	Attachment

## INVITATION TO BID

The Board of County Commissioners of Lewis and Clark County is soliciting competitive bids for the construction of the Lewis & Clark County – 2024 Paint Striping Project. The project generally consists of waterborne paint striping of approximately 59 miles of road, on various county roads, and RID's located in Lewis and Clark County, Montana, and must be completed by the date noted in Article 4 of the Agreement.

All Bids must be in accordance with the contract documents. The contract documents may be examined or obtained on the Lewis and Clark County webpage at:

<https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current> or by calling (406) 447-8037 in accordance with Article 2.01 of Instructions to Bidders. Contractors are encouraged to check for any addenda issued at <https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current> prior to submitting a bid.

**Sealed bids will be received at the Office of the Board of County Commissioners, in the City County Building, Room 345, 316 North Park Avenue, Helena, Montana, 59623 until 4:00 p. m. local time on Monday, April 15, 2024. The envelope containing the sealed bid will be labeled "2024 Paint Striping, Bid Enclosed".**

Responsive bids will be publicly opened and read aloud on Tuesday April 16, 2024 at 9:00 a.m. in Room 330 in the City County Building, 316 N. Park Avenue, Helena, MT.

A pre-bid conference will not be held for this project. Questions may be submitted to Dan Karlin at [dkarlin@lccountymt.gov](mailto:dkarlin@lccountymt.gov). Questions are due by Wednesday, April 3, 2024 and responses will be posted to the Lewis and Clark County webpage Friday, April 5, 2024.

Contractor and any of the Contractor's Subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, PO Box 8011, 1805 Prospect, Helena MT 59604-8011. Information on registration can be obtained by calling (406) 444-7734. All laborers and mechanics employed by Contractor or Subcontractors in performance of the construction work shall be paid wages at rates as required by Montana Prevailing Wage Rates for Highway Construction Services 2024. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to Lewis & Clark County, in an amount not less than ten percent (10%) of the total amount of the bid. Successful Bidders shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance, as required, shall be provided by the successful Bidder(s) and a certificate(s) of that insurance shall be provided.

This project is funded in part with a grant from the American Rescue Plan Act (ARPA). Award of the project will be contingent upon the Contractor providing or establishing a Unique Entity Identification (UEI) and passing a suspension and debarment verification per the requirements of Section 00900 Funding Agency Special Provisions.

Bids may only be withdrawn as provided in Section 16.02 of the Instructions to Bidders after the

scheduled time for the public opening of bids. The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid that is in the best interest of the Owner.

Lewis & Clark County is an Equal Opportunity Employer.

Published in the Helena Independent Record on Saturday, March 23 and March 30, 2024.



## INVITATION TO BID

The Board of County Commissioners of Lewis and Clark County is soliciting competitive bids for the construction of the Lewis & Clark County – 2024 Paint Striping Project. The project generally consists of waterborne paint striping of approximately 59 miles of road, on various county roads, and RID's located in Lewis and Clark County, Montana, and must be completed by the date noted in Article 4 of the Agreement.

All Bids must be in accordance with the contract documents. The contract documents may be examined or obtained on the Lewis and Clark County webpage at:

<https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current> or by calling (406) 447-8037 in accordance with Article 2.01 of Instructions to Bidders. Contractors are encouraged to check for any addenda issued at <https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current> prior to submitting a bid.

**Sealed bids will be received at the Office of the Board of County Commissioners, in the City County Building, Room 345, 316 North Park Avenue, Helena, Montana, 59623 until 4:00 p. m. local time on Monday, April 22, 2024. The envelope containing the sealed bid will be labeled "2024 Paint Striping, Bid Enclosed".**

Responsive bids will be publicly opened and read aloud on Tuesday April 23, 2024 at 9:00 a.m. in Room 330 in the City County Building, 316 N. Park Avenue, Helena, MT.

A pre-bid conference will not be held for this project. Questions may be submitted to Dan Karlin at [dkarlin@lccountymt.gov](mailto:dkarlin@lccountymt.gov). Questions are due by Wednesday, April 10, 2024 and responses will be posted to the Lewis and Clark County webpage Friday, April 12, 2024.

Contractor and any of the Contractor's Subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, PO Box 8011, 1805 Prospect, Helena MT 59604-8011. Information on registration can be obtained by calling (406) 444-7734. All laborers and mechanics employed by Contractor or Subcontractors in performance of the construction work shall be paid wages at rates as required by Montana Prevailing Wage Rates for Highway Construction Services 2024. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to Lewis & Clark County, in an amount not less than ten percent (10%) of the total amount of the bid. Successful Bidders shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance, as required, shall be provided by the successful Bidder(s) and a certificate(s) of that insurance shall be provided.

This project is funded in part with a grant from the American Rescue Plan Act (ARPA). Award of the project will be contingent upon the Contractor providing or establishing a Unique Entity Identification (UEI) and passing a suspension and debarment verification per the requirements of Section 00900 Funding Agency Special Provisions.

Bids may only be withdrawn as provided in Section 16.02 of the Instructions to Bidders after the

scheduled time for the public opening of bids. The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid that is in the best interest of the Owner.

Lewis & Clark County is an Equal Opportunity Employer.

Published in the Helena Independent Record on Saturday, March 23 and April 6, 2024.



Bureau of Land Management Lands Update. (Lindsey Babcock)

Presented By:

Summary:

The Commissioners will hear the update.

Legal Review Required:



Grant Application to the Montana Department of Natural Resources and Conservation. (Jessica Makus)

Presented By:

**Summary:**

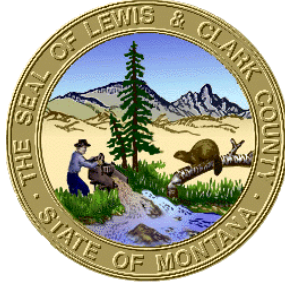
The Commissioners will consider the grant application to the Department of Natural Resources & Conservation for the Renewable Resource Grant and Loan Program in the amount of \$30,000 for a planning grant to evaluate stormwater drainage in Eastgate I and Eastgate II Rural Improvement Districts. Total project cost is \$86,800.

Legal Review Required:

**ATTACHMENTS:**

Description	Type
❑ Memo	Staff Report
❑ Application	Contract
❑ RRGL Map	Map
❑ DNRC Grant Authorizing Statement	Agreement

Jessica Makus  
Special Districts Program Coord.  
Ph: 406-447-8029  
Fax: 406-447-8033



3402 Cooney Drive  
Helena, MT 59602

[jmakus@lccountymt.gov](mailto:jmakus@lccountymt.gov)

# LEWIS AND CLARK COUNTY

## Public Works Department

Date: April 23, 2024  
To: Board of County Commissioners  
From: Jessica Makus, Special Districts Program Coordinator  
Subject: Renewable Resource Grant and Loan (RRGL) Planning Grant Application

Before you today is an application to the Montana Department of Natural Resources and Conservation, Renewable Resource Grant and Loan Program in the amount of \$30,000 for a planning grant to help fund Task Orders 12 and 13 with Great West Engineering, to perform drainage feasibility studies in order to evaluate stormwater problems existing throughout the Eastgate I and Eastgate II Rural Improvement Districts. These task orders were approved and signed by the Commission on March 28, 2024.

The Eastgate I and Eastgate II subdivisions were completed in the late 1970's, and the associated RIDs are the oldest districts we have in the county, created in 1978 and 1979, respectively. At this time, stormwater was considered as an afterthought, if at all. Unfortunately, this has led to numerous issues in older subdivisions throughout the county, an issue that is often compounded by additional surrounding development.

Stormwater and drainage issues throughout Eastgate I and Eastgate II must be addressed in order to continue with road maintenance and preservation. The studies will assist us in providing annual maintenance to the RIDs, and will also have the added benefit of providing future stormwater mitigation strategies that can be implemented prior to new road improvement investments, which will be necessary in both RIDs. Any recommended stormwater infrastructure as a result of the studies would be addressed through a potential new RID as new improvements.

The planning grant, if awarded, would help to offset some of the cost of these task orders. Any costs associated with the task orders would be eligible for reimbursement; therefore, we have started work on this project in order to include spring runoff. The task orders should be complete by July 31, 2024, and the total projected cost of both is \$86,800.

Staff recommend the Board of County Commissioners approve the RRGL Planning Grant application and sign the DNRC Grant Authorizing Statement.



# RENEWABLE RESOURCE PLANNING GRANT APPLICATION 2025 BIENNium

Ends on Tue, Apr 30, 2024 11:59 PM

## PURPOSE

The purpose of the RRGL Planning Grant Program is to provide funding to governmental entities for professional and technical services necessary to produce a high quality RRGL grant application which leads to a project that conserves, manages, develops, or protects Montana's renewable resources. [PLANNING GRANT GUIDELINES \(https://dtrc.mt.gov/docs/conservation/RRD-](https://dtrc.mt.gov/docs/conservation/RRD-PLANNING-GRANT-GUIDELINES)

[Bureau/RRGL/RRGL-Program-Guidelines-2025-Biennium.pdf](#).

**ELIGIBLE PROJECT EXPENSES INCURRED PRIOR TO THE GRANT AWARD LETTER ARE ELIGIBLE FOR REIMBURSEMENT IF THEY OCCURRED AFTER JULY 1, 2023. This effective date is only for planning grant applications approved prior to 04/01/2024.**

## GRANT LIMITS

Infrastructure PER \$40,000

Irrigation PER/ Technical Narrative \$30,000

PER or Technical Narrative Update \$20,000

Resource Services (Plans or Studies) \$15,000

Watershed Restoration Plan \$40,000

Watershed Restoration Project Plan \$30,000

## FUNDING CYCLES

House Bill 6 includes \$3,500,000 for Planning Grants. Application funding is available as revenue is received. Reimbursement for



- Review and award – April 2024

Planning Grant Cycle #2 September 2024 – December 2024

- Review and award – October 2024
- Review and award – January 2025

Future cycles will be announced at the DNRC's discretion.

## TECHNICAL ASSISTANCE

DNRC will be offering local governments assistance to apply for planning grants. These funds are designed to assist local governments that:

1. Do not have an established relationship with a professional engineering firm. OR
2. Have not been successful in applying for DNRC planning grants in the prior biennium.

DNRC will evaluate requests from local governments for technical assistance based on demonstrated need. If approved, DNRC will assign a contracted technical service provider to assist the local government with a planning grant application. Technical assistance is limited to \$3,000 or 20 hours. Technical service providers will be contracted directly with DNRC and assigned at random as local government requests are approved.

- **Technical Assistance Opportunity** (<https://grants.dnrc.mt.gov/submit/942bd9f9-f542-43c2-a2df-fe94660919f9/technical-assistance-program-renewable-resource-planning-grants>)

## PROGRAM CONTACT

Lindsay Volpe

Phone: 406-444-9766

[lmvolpe@mt.gov](mailto:lmvolpe@mt.gov) (<mailto:lmvolpe@mt.gov>)

 [Manage Collaborators](#)

## 2025 RRG Planning Grant Application FINAL

### HOW TO APPLY

Do you need to add a collaborator to help complete the application? Find the "Invite Collaborators" link in the upper right-hand corner of the application form. Add email addresses to invite anyone you'd like to work with on your submission or application. They will receive an email invite to collaborate with you. Be sure to check your spam folders for emails from "Submittable".



Planning Grant Application Title \*

Lewis and Clark County Eastgate I and Eastgate II Drainage Feasibility Study

76 / 300 characters

Use the entity name and project type for the project title.

Example: *Blue Cloud Water and Sewer District Water System PER or Lewis and Clark County Septic System Groundwater Impact Study.*

ELIGIBLE APPLICANTS

Eligible applicants include any division of state government, tribal government, or other county, city, or local political subdivision [MCA 85-1-605](#), ([https://leg.mt.gov/bills/mca/title\\_0850/chapter\\_0010/part\\_0060/section\\_0020/0850-0010-0060-0020.html](https://leg.mt.gov/bills/mca/title_0850/chapter_0010/part_0060/section_0020/0850-0010-0060-0020.html)) These governmental entities have included:

- cities,
- towns,
- counties,
- water and/or sewer districts,
- conservation districts,
- irrigation districts,
- school districts and universities,
- regional water authority,
- state agencies, and
- tribal governments

Private or non-profit entities are NOT ELIGIBLE for funding but may partner with a local government to submit an application if the project aligns with the sponsor's organization.

Government Entity Name \*

Lewis and Clark County

4 / 15 words

Local Government (MCA 85-1-605 ([https://leg.mt.gov/bills/mca/title\\_0850/chapter\\_0010/part\\_0060/section\\_0050/0850-0010-0060-0050.html](https://leg.mt.gov/bills/mca/title_0850/chapter_0010/part_0060/section_0050/0850-0010-0060-0050.html))) applying for the DNRC grant. Local governments must be registered with MT Secretary of State. <https://sosmt.gov/> (<https://sosmt.gov/>)

For a county, use the full county name: *Lewis and Clark County.*

For cities and towns, use *Fort Benton, or Great Falls. DO NOT use Town of... or City of...*

For other local government entities, use the FULL legally registered name of the entity, for example, *Elliston Elementary School District, Valley County Conservation District, Greenfields Irrigation District, Billings Bench Water Users Association, Dry-Redwater Regional Water Authority.*

System Name \*

Local Government Type: \*

- ☐ City
- ☐ Town
- ☒ County
- ☐ Tribal Government
- ☐ Conservation District
- ☐ Irrigation District
- ☐ School District or University
- ☐ Regional Water Authority
- ☐ State Agency
- ☐ Water and/or Sewer District

Select the local government type that this the best fit for the entity. Eligible applicants include any division of state government, tribal government, or other county, city, or local political subdivision MCA 85-1-605 ([https://leg.mt.gov/bills/mca/title\\_0850/chapter\\_0010/part\\_0060/section\\_0050/0850-0010-0060-0050.html](https://leg.mt.gov/bills/mca/title_0850/chapter_0010/part_0060/section_0050/0850-0010-0060-0050.html)).

County \*

Lewis and Clark County

X

▼

The county where planning activities will primarily occur.

Map Attachment \*

⋮

Eastgate\_Floodplain\_RRGL.pdf

📄 🗑

⋮

Eastgate\_Project\_Area\_RRGL.pdf

📄 🗑

Choose File

Select up to 10 files to attach. You have attached 2. You may add 8 more files.

Acceptable file types: .csv, .doc, .docx, .odt, .pdf, .rtf, .txt, .wpd, .wpf, .gif, .jpg, .jpeg, .png, .svg, .tif, .tiff

Please attach a map of your proposed project location.

Authorized Representative Name \*

First Name

Andy

Last Name

Hunthausen

*The person authorized to enter into an agreement with the DNRC for the proposed project.*

Authorized Representative Title \*

Chair of the Board of County Commissioners

42 / 100 characters

DNRC requires that the certification form be signed by an authorized representative of the local government entity (for example, a mayor, county commissioner, board chair, district supervisor, etc.). These forms **CANNOT** be signed by a different representative (for example the City Manager or Town Clerk), even if that representative has signing authority within the local government. This is because DNRC has no way of knowing who has signing authority within the local government entity. Additionally, DNRC needs to be confident that the authorized signatory can enter into a grant agreement in the future should the application be successful. Please include the title of the authorized representative on all signature forms. *Failure to meet this requirement will result in delays for review and approval of your grant application.*

Authorized Representative Address \*

Country

United States

Address

316 N. Park Avenue

X

City

Helena

State, Province, or Region

Montana

Zip or Postal Code

59623

Authorized Representative Email \*

ahunthausen@lccountymt.gov

Authorized Representative Phone \*



+1 406 447 8303

Primary Contact Name \*

First Name

Jessica

Last Name

Makus

*The person responsible for managing the agreement with DNRC for the proposed project.*

Primary Contact Address

Country

United States



Address

3402 Cooney Drive

Address Line 2 (optional)

City

Helena

State, Province, or Region

Montana

Zip or Postal Code

59602

Complete this section ONLY if the address is different than the Authorized Representative address.

Primary Contact Email \*

jmakus@lccountymt.gov

Primary Contact Phone \*

+1 406 447 8029

Engineer, Technical or Professional Consultant Name

First Name

Jeremiah

Last Name

Theys

The person providing technical assistance for the project.

Engineer, Technical or Professional Consultant Company Name

Great West Engineering

Please provide the name of the engineering firm or consultant firm name.

Consultant Address

Country

United States

Address

Address Line 2 (optional)

City

Helena

State, Province, or Region

Montana

Zip or Postal Code

59601

Consultant Email

jtheys@greatwesteng.com

Consultant Phone



+1 406 495 6193

**ELIGIBLE PROJECTS**

Eligible funding types are specified in [MCA 85-1-602 \(https://leg.mt.gov/bills/mca/title\\_0850/chapter\\_0010/part\\_0060/section\\_0020/0850-0010-0060-0020.html\)](https://leg.mt.gov/bills/mca/title_0850/chapter_0010/part_0060/section_0020/0850-0010-0060-0020.html).

“Either grants or loans may be provided to fund the following types of projects:

- (a) feasibility, design, research, and resource assessment studies; and
- (b) preparation of construction, rehabilitation, or production plans.

**Ineligible Projects**

RRGL Planning Grants will not be awarded to applications that are eligible for grant funds within another grant program in DNRC, such as Reclamation Development Grants, Aquatic Invasive Species Grants, etc.

**Select Project Type**

- ☐ Infrastructure (Water, Wastewater, and Stormwater)



☐ Watershed

## Select the Infrastructure Planning Document Type \*

☒ PER\* - \$40,000

☐ PER Update- \$20,000

☐ Capital Improvement Plans\*\*- \$15,000

☐ Growth Plans\*\* - \$15,000

☐ Plans or Studies - \$15,000

\*Preliminary Engineering Reports must meet the standard as described in the most current Uniform Application for Montana Public Facility Projects. [https://comdev.mt.gov/\\_shared/CTAP/docs/Presentations-Publications-Models/Tech-Doc-Guides/PER-Outline.pdf](https://comdev.mt.gov/_shared/CTAP/docs/Presentations-Publications-Models/Tech-Doc-Guides/PER-Outline.pdf) ([https://comdev.mt.gov/\\_shared/CTAP/docs/Presentations-Publications-Models/Tech-Doc-Guides/PER-Outline.pdf](https://comdev.mt.gov/_shared/CTAP/docs/Presentations-Publications-Models/Tech-Doc-Guides/PER-Outline.pdf))

\*\*Capital Improvement Plans and Growth Plans must follow the manuals provided by the Department of Commerce.

<https://comdev.mt.gov/Programs-and-Boards/Community-Technical-Assistance-Program/Presentations,-Publications-and-Model-Documents> (<https://comdev.mt.gov/Programs-and-Boards/Community-Technical-Assistance-Program/Presentations,-Publications-and-Model-Documents>)

## Planning Grant Proposal Abstract: \*

**Background:** The Eastgate I and Eastgate II Village subdivisions were developed in the late 1970's at a time when stormwater management was often considered as an afterthought, if at all. Since then, the area surrounding these subdivisions has been further developed, adding to the stormwater burden affecting the subdivisions. The subdivisions are located north of the East Helena city boundary and are adjacent to each other at the northeast corner of Eastgate I and the southern boundary of Eastgate II. They have a combined total of 233 acres divided into 638 residential lots. Uncontrolled stormwater through the project area is damaging the road infrastructure, causing flooding to homes, threatening the capacity of the subdivision's sewage lagoon located just north of the project area, and transporting pollutants to nearby impaired waterbodies.

**Primary Purpose:** To mitigate harmful effects of stormwater to public health and safety, Lewis and Clark County has contracted with Great West Engineering to develop two separate but cohesive technical narratives, one for each subdivision, to provide an in-depth analysis of stormwater generated in and around each subdivision. The technical narratives will include site surveying, existing LIDAR data analysis, existing flow pattern determination, delineation of drainage subbasins, stormwater modeling with storm events, and incorporation of other available data to develop options for drainage enhancements. Through meetings with Lewis and Clark County and subdivision property owners, a preferred alternative will be selected to address the stormwater affecting each of the subdivisions. Lewis and Clark County will use these narratives to pursue funding and implementation of the preferred alternative to improve public health and safety in the project area.

**Planning Document:** Grant funds will be used to complete technical narratives for each subdivision which will include site surveys, data collection, mapping, hydrologic and hydraulic evaluations, subbasin delineation, engineer's uniform environmental checklist, and analysis and selection of the preferred alternatives with preliminary design and schematics of the planning area and location of alternatives.

Prepare a brief narrative description of the planning effort that addresses:

1. Background - including the context of the planning effort and any actions that have lead to this planning effort.
2. Primary Purpose - description of the need/problem and planning effort (goals).

provide accurate information that links the planning effort to renewable resources and public benefits.

*Example:*

*Background: The City of Missoula Stormwater Utility was established in 2016 and a Facility Plan was completed in 2018. The Facility Plan addressed the immediate needs for the utility, including operations guidance, levee guidance, and a 5-year Capital Improvements Plan. One of the recommended capital projects was a comprehensive plan.*

*Primary Purpose: The proposed Comprehensive Watershed-Based Stormwater Facility Plan is an in-depth analysis of Missoula's stormwater system that will provide a data-driven approach for planning and prioritizing projects. This plan would include system-wide condition assessments; surveying and GIS database updates; flow measurements; basin delineations and definitions of basin characteristics; system-wide modeling of the stormwater infrastructure; assessment of design standards; and analysis of alternatives for water quality projects, green infrastructure, and MS4 Permit compliance. A watershed-based model of the entire city would provide a tool for the prioritization and design of future projects, to help us meet or exceed water quality regulations.*

*Planning Document: Grant funds will be used to complete a draft and final Capital Improvements Plan update for the City of Missoula Comprehensive Watershed-Based Stormwater Facility Plan.*

**Technical Documents (Optional)**

Choose File

Upload a file. No files have been attached yet.

Acceptable file types: .pdf

Applicants may upload technical documents that provide context for or reference the need for the current planning grant application.

**RENEWABLE RESOURCE BENEFITS**

To be eligible for a Renewable Resource Grant, planning grants must reasonably lead to a project which will have measurable renewable resource benefits.

**The planning document will clearly identify impacts and estimate benefits to the following renewable resources ... (select all that apply). \***

☐ Surface Water

☐ Groundwater

☐ Energy Usage including Renewable Energy

☐ Soil or Wetlands



- ☐ Rangeland or Cropland  
☐ Forests

Select all that apply.

For each renewable resource selected above, applicant will be required to provide a short statement to quantify how the planning effort will address impacts and estimate potential benefits to EACH renewable resource.

**How will the planning document address impacts and benefits to surface water? Please provide a short description of the impact and identify the affected waterbody. \***

Prickly Pear Creek and other mapped floodplains adjacent to the project area flow to Lake Helena and on into Hauser Lake. All three waterbodies a

*Example: Planning grant will address the potential contamination of the nearby XYZ creek from leaking sewage from the collection system.*

"Conservation" means the promotion of efficient and/or sustainable use of a renewable resource.

"Development" means a new beneficial and sustainable use of a renewable resource.

"Management" means activities that improve governing entities' ability to control and administer a renewable resource.

"Preservation" means the protection of a renewable resource from pollution, destruction, or neglect.

**How will the planning document address impacts and benefits to fish and aquatic habitat? \***

Like surface water quality, stormwater also impacts fish and aquatic habitat through excess sediment, nutrients, metals, and temperature loading. It

*Example: Planning grant will address the likely impact to fish and aquatic habitat from septic contamination in shallow groundwater with impacts to surface water.*

"Conservation" means the promotion of efficient and/or sustainable use of a renewable resource.

"Development" means a new beneficial and sustainable use of a renewable resource.

"Management" means activities that improve governing entities' ability to control and administer a renewable resource.

"Preservation" means the protection of a renewable resource from pollution, destruction, or neglect.

**PUBLIC BENEFITS**

To be eligible for a Renewable Resource Grants, the planning grant must reasonably lead to a project with measurable public benefits.

**How will the planning document evaluate and address public benefits? \***

Eastgate II and Eastgate II subdivisions are located between the major 100 year flood zones (indicated on the map). Nearly a dozen subsequent major and minor subdivision developments surrounding Eastgate I and II have further added to the volume of stormwater runoff, compounding negative impacts to roads, curbs, drainage, and other infrastructure. Implementation of the preferred alternative determined through the technical narratives will capture a substantial percentage of this stormwater, preventing further degradation to nearby waterways and supporting the goals of the Upper Missouri Basin and Montana State Water Plans through integrated water quality and quantity.

In addition to the 638 residential lots located within Eastgate I and Eastgate II, there are approximately another 220 residential lots in the immediate surrounding area. In 2022, Boundary Street (Eastgate II) had an average daily traffic (ADT) count of 1,165 vehicle trips per day. This number was up 30% from the count completed in 2019. To the south, Remington Street (Eastgate II) had another 933 vehicle trips per day, last measured in 2021. The portion of Lake Helena Drive through the project area has an ADT of 4,913 per day, as of 2023. Eastgate Elementary is located between Eastgate I and Eastgate II, East Valley Middle School is located just to the west of Eastgate I, and numerous public park areas are located throughout the project area. As a result, this area serves immediate residents and also a large portion of East Helena and the east Helena valley through the school corridors and public park space. Currently, asphalt roads within these subdivisions are nearing a point of failure and have been heavily damaged by pooling stormwater, especially along Boundary Street, Remington Street, intersections along Lake Helena Drive, Buckboard Drive and Buttercup Street. A new asphalt investment is needed; however, due to uncontrolled stormwater damage, Lewis and Clark County cannot recommend new asphalt until we are able to mitigate stormwater impacts. Failing asphalt as a result of stormwater damage, has led to extreme potholing and cracking along these road segments.

The effect of asphalt damage on the transportation corridor can reduce emergency response time for EMS, fire, and police services and creates public safety hazards for the traveling public. It has led to economic loss through property damage. Poor road quality has been shown to cost individual vehicle owners upwards of \$500 per year in additional maintenance costs.

Implementation of the preferred alternative developed through the technical narratives will reduce stormwater in a measurable way with the delineation and modelling of subbasins throughout the project area. Once stormwater mitigation is complete, Lewis and Clark County, in coordination with project partners, is the one to initiate asphalt road improvements. This will have multiple benefits to

Public benefits include:

- Economic benefits;
- Resource-based recreation; and/or
- Public Health & Safety.

Public benefits are those that extend beyond the applicant.

ENVIRONMENTAL IMPACTS

Does the proposed planning effort include any ground-breaking activities, work within a water body or other construction related activities?

☐ Yes

☒ No

☐ Unsure

**Does the applicant have a history of violations or compliance order that will be addressed with this planning effort? \***

- ☐ Yes  
☒ No

If yes, please describe the order or issue.

***DNRC will give ranking preference to planning grant applications that address violations or compliance orders.***

**BUDGET AND SCHEDULE**

**Eligible Project Costs:** RRG Planning Grants reimburse eligible project costs for contracted technical or engineering services only.  
**Ineligible Project Costs:** RRG Planning Grants will not reimburse expenses associated with grant administration, program costs, political lobbying or litigation, land or property acquisition, food or beverages, activities that limit lawful access to property (see sec MCA 85-1-602 (4)).

**RRGL Planning Grant Requested Amount \***

\$ 30000

Please enter the amount requested for your planning grant for this application.

GRANT LIMITS:

- Infrastructure PER \$40,000
- Irrigation PER/ Technical Narrative \$30,000
- PER or Technical Narrative Update \$20,000
- Resource Services (Plans or Studies) \$15,000
- Watershed Restoration Plan \$40,000
- Watershed Restoration Project Plan \$30,000

**Total Match Amount \***

\$ 56800

application.

### Total Project Budget \*

\$ 86800

Please enter your total project budget including the RRGL planning grant amount and the match funding amount.

### Application Budget Matching Funds \*

	A	B	C	D
	Funding Source	Funding Source Amount:	Is the funding committed (Y/N)?	If no, explain
1				
2	Applicant			
3	Other	56800	Y	Matching funds will come from s
4	Grant			
5	Loan			

### RPG Budget

Please enter the source and amount of match funding that may be used for completing the proposed activity, not including the RRGL Planning Grant funds.

Please indicate if the alternate sources of funding are other than cash, such as in-kind services.

*DNRC will give ranking preference to planning grant applications that have committed match.*

### Upload Cost Estimate or Budget Justification (Optional)

Choose File

Upload a file. No files have been attached yet.

Acceptable file types: .doc, .docx, .pdf

OPTIONAL. If available, please upload a copy of the cost estimate or budget justification if available. This document should provide verify the budget submitted above.

**Committed Funds - Upload Letter(s) of Commitment (Optional)**

Choose File

Upload a file. No files have been attached yet.

Acceptable file types: .pdf

If the budget table includes "Committed Match" please upload funding commitment letters.

**Implementation Plan and Schedule \***

The Board of County Commissioners approved task orders for Eastgate I and Eastgate II Drainage Feasibility Study technical narratives during public meeting on March 28, 2024. Work is ready to begin, and the intent is to capture on the ground spring runoff. Great West Engineering will start by gathering all existing data and previous reports related to stormwater within the project area. Once complete, Great West will continue with field work and review of existing LiDAR data. All existing hydraulic features will be identified and inventoried as well as low points where stormwater accumulates. Great West will lead kickoff meetings with Lewis and Clark County and landowners within each subdivision.

Great West will move forward with the hydrology and hydraulic evaluation. Using existing LiDAR and supplemental surveyed elevation data, existing flow patterns will be determined, and existing drainage basins will be delineated. This information will be inputted to Autodesk Storm and Sanitary Analysis (SSA) software for analysis. Storm event information for the 2-year/24-hour, the 5-year/24-hour, and the 100-year/24-hour events will also be analyzed in the SSA software. Drainage will be analyzed following DEQ Circular 8. Uncollected flow patterns and quantities will be determined.

Up to three alternatives for drainage improvements will be developed for each technical narrative along with preliminary design concept plans and a detailed engineer's opinion of probable cost for each alternative. Great West will present options for each subdivision to Lewis and Clark County and property owners, respectively, to select the preferred alternatives for each subdivision. Once the preferred alternatives are finalized, Great West will complete the technical narratives as final deliverables. The contract deadline for completion is July 31, 2024.

Provide a short description of the planning effort timeline including the estimated start time for kickoff, milestones and completed planning document.

***DNRC will give ranking preference to planning grants that can be completed within one year from the date of award.***

**Provide a short description of the procurement plan.**



11. Lewis and Clark County previously prepared a Request for Submittals to solicit applications to provide engineering services for the Public Works Department in an on-call capacity. As a result, the county rostered five firms and established engineering contracts with each with the intent to work with each firm in a rotating capacity, based on the type of work needed, through individual task orders for projects up to \$49,999. Projects over that threshold go out for formal solicitation (Request for Proposals). In order to determine interest in the Eastgate I and Eastgate II Drainage Feasibility Study, a limited solicitation request was sent to these firms to solicit project proposals for both subdivisions, individually. Two firms responded to each request and selection committees, that included subdivision stakeholders and county staff, were established for both Eastgate I and Eastgate II to review project proposals. Great West Engineering was selected for both projects and individual task orders were prepared according to an approved task order contract template.

The current contract between Lewis and Clark County and Great West Engineering is available upon request. The individual project task orders for both Eastgate I and Eastgate II have been approved by the Board of County Commissioners and copies are also available upon request.

Lewis and Clark County adopted the most recent Procurement Policy on April 12, 2022, which provides guidelines and direction to county staff on procurement and associated state law. This policy can be made available upon request.

Eastgate I and Eastgate II each have separate rural improvement districts (RIDs) that align with the individual subdivision boundaries. An RID is a special district and legal taxing authority that can assess funds in specific areas to finance and maintain public improvements. The RIDs for Eastgate I and Eastgate II were created in 1978 and 1979, respectively, and benefiting properties in each district pay an annual assessment, called a special assessment, included on property tax bills. These assessments are put into individual RID funding accounts, maintained and administered by the county. Funds are used for public infrastructure maintenance throughout the boundary of the RID. The remaining \$56,800 cash match will be provided from the RID accounts (\$27,300 from Eastgate I and \$29,500 from Eastgate II). The reason for procuring two technical narratives, one for each subdivision, is to create a clear separation in administration of the RID finances, as required by state statutes. However, each subdivision needs to be considered collectively because the stormwater does not stop with the boundary of the RID or subdivision.

Please provide a short description of how the applicant will procure contracted technical services. If this has already been completed, please provide a short narrative description of the procurement process and confirm that there is an executed contract and task order that covers the planning efforts in this grant application.

RRG Program Guidelines ([https://dnrc.mt.gov/\\_docs/conservation/RD-Bureau/RRGL/RRGL-Program-Guidelines-2025-Biennium.pdf](https://dnrc.mt.gov/_docs/conservation/RD-Bureau/RRGL/RRGL-Program-Guidelines-2025-Biennium.pdf))

#### **Procurement**

Grant recipients are responsible for ensuring any procurement using DNRC grant funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Montana Procurement Act (Title 18, Chapter 4) and local procurement laws, rules, or policy. Grant recipients are responsible for determining the most appropriate instrument of procurement.

#### **Procurement Plan**

A procurement plan provides for free and open competition, transparency in transactions, comparability, and documentation of all procurement activities to demonstrate compliance with the Montana Procurement Act and local procurement laws, regulations and policies. The procurement plan should cite the steps a grant recipient will undergo to ensure that prior to requesting reimbursement, all project expenditures are eligible.

#### **Procurement Documentation**

Grant recipients must maintain records sufficient to detail the history of procurement. Records include, but are not necessarily limited to, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the contract price. This documentation may be requested and reviewed by DNRC in the course of grant monitoring activities or by independent auditors during an audit. Documents must be held for five years after the termination or expiration of the Grant Agreement.

Please see the ([https://dnrc.mt.gov/\\_docs/conservation/RD-Bureau/RRGL/RRGL-Program-Guidelines-2025-Biennium.pdf](https://dnrc.mt.gov/_docs/conservation/RD-Bureau/RRGL/RRGL-Program-Guidelines-2025-Biennium.pdf))RRGL Program Guidelines - Eligibility and Ranking ([https://dnrc.mt.gov/\\_docs/conservation/RD-Bureau/RRGL/RRGL-Program-Guidelines-2025-Biennium.pdf](https://dnrc.mt.gov/_docs/conservation/RD-Bureau/RRGL/RRGL-Program-Guidelines-2025-Biennium.pdf)) for more information. Infrastructure and irrigation/watershed projects will be ranked separately.

Applications will be reviewed and competitively ranked based on the potential renewable resource benefits of the planning effort. Points will be awarded for public benefits, implementation of the state water plan priorities, and/or mitigates human health or safety problems.

DNRC must consider technical and financial feasibility as well as the applicant's ability to manage a the planning effort. Planning grant applications that are not technically or financially feasible are not eligible. Financial feasibility considers the committed match in relation to total cost.

## **AWARDS**

DNRC will provide an award letter to successful applicants. The applicant will be responsible for providing the necessary startup conditions within the timeframe identified in the award letter. Failure to meet startup conditions within a 12-month time frame will result in a rescinded award.

PLANNING EXPENSES INCURRED PRIOR TO THE DATE OF THE GRANT AWARD LETTER ARE NOT ELIGIBLE FOR REIMBURSEMENT.\*

(\*RPG Cycle open through 04/30/2024 will allow eligible expenses incurred after 07/01/2023 as reimbursable if approved by grant manager.)

## **GRANT MANAGEMENT**

### **Contracting**

DNRC grant recipients are required to enter into an agreement with the DNRC prior to requesting reimbursement for eligible project costs. All local procurement and state laws are required to be followed under this agreement.

### **Reimbursement & Reporting**

DNRC does not require quarterly or more frequent progress reports for Planning Grants. DNRC will reimburse the Planning Grant recipient a maximum of 50% of the total grant amount for incurred expenses once the grant receipt submits a draft planning document. DNRC will reimburse the balance of the grant funds upon receipt of an approved final planning document.

DNRC requires that grant recipients submit requests for reimbursement using the state vendor invoice. In addition to the DNRC vendor invoice, the grant recipient will submit copies of all applicable invoices and/or receipts eligible for reimbursement. All reimbursement and reporting are submitted through the online grant management system [www.grants.dnrc.mt.gov](https://www.grants.dnrc.mt.gov) (<https://www.grants.dnrc.mt.gov>) (<https://grants.dnrc.mt.gov/submissions>)

Reporting and reimbursement information is provided on [DNRC Resources and Training webpage](https://dnrc.mt.gov/Conservation/Training-and-Education/) (<https://dnrc.mt.gov/Conservation/Training-and-Education/>) (<https://dnrc.mt.gov/Conservation/Training-and-Education/>)

### **Grant Closeout**

DNRC grants require deliverables and invoices in compliance with the agreement to process final reimbursement.

☐ **I have read and understand the requirements of the RRG Planning Grant Guidelines. DNRC requires \* the applicant enter into an executed grant agreement before eligible expenses can be reimbursed.**



☐ **I have signed and submitted in the Authorizing Statement. \***

Your application will not be accepted without this document.

Download the Authorizing Statement and attach to this application.

DNRC Authorizing Statement Link ([https://dnrc.mt.gov/\\_docs/conservation/RD-Bureau/RRGL/DNRC-Grant-Authorizing-Statement.pdf](https://dnrc.mt.gov/_docs/conservation/RD-Bureau/RRGL/DNRC-Grant-Authorizing-Statement.pdf))

### Authorizing Statement Attachment

Choose File

Upload a file. No files have been attached yet.

Acceptable file types: .csv, .doc, .docx, .odt, .pdf, .rtf, .txt, .wpd, .wpl, .gif, .jpg, .jpeg, .png, .svg, .tif, .tiff

Upload Authorizing Statement signed by the Authorized Representative.

### BEFORE YOU SUBMIT

#### Please Note:

*The verification of receipt will only go to the email address associated with the person that registered for the Submittable account.*

*Once you have completed your application, please click "Save" and "Submit".*

*Can't Submit? Go back and look for missing information in the required fields "\*".*

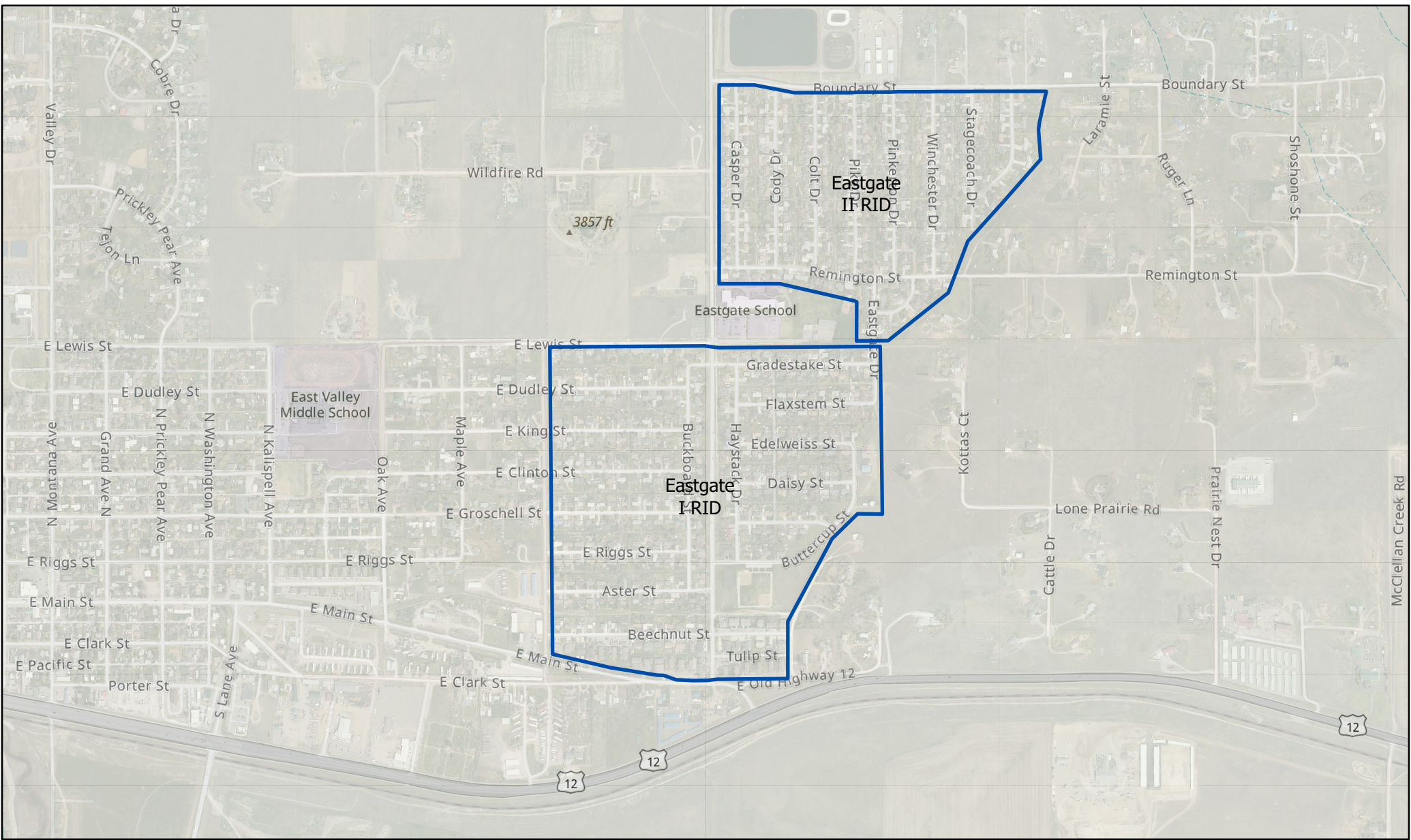
*No confirmation email? Please log in to your Submittable Account and verify the email address on the account and check your junk mail folder.*

Save Draft

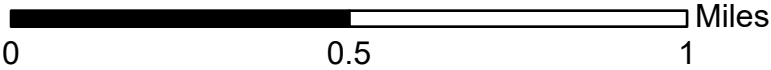
Submit

Drafts may be visible to the administrators of this program.





# Eastgate I and Eastgate II Drainage Feasibility Study Project Area



Source: County of Lewis and Clark, Montana State Library, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USFWS, Esri Community Maps Contributors, County of Lewis and Clark, Montana State Library, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

# DNRC Grant Authorizing Statement

## A. Grant Authorization

I certify that the information and the statements in this application are true, complete, and accurate to the best of my knowledge. I certify that the project or activity as described in this application complies with all applicable state, local and federal laws and regulations. By my signature below, I certify that I have knowledge of and understand the content of this application and that I am fully authorized to apply to the Department of Natural Resources and Conservation (DNRC) for the grant specified in the submitted materials.

I further declare that, for \_\_\_\_\_ (Entity Name), I am legally authorized to enter into a binding contract with the DNRC to obtain funding if this application, \_\_\_\_\_ (Title), is approved. I understand that all funds must be both authorized by the Montana Legislature and available in the natural resources project account before grants are available.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature. 30-18-102, MCA.

/s/ \_\_\_\_\_  
Signature and Title of Authorized Representative      Date

\_\_\_\_\_  
Printed Name and Title of Representative Entity Name      Date

## B. Loan Authorization

I certify that the information and the statements in this application are true, complete, and accurate to the best of my knowledge. I certify that the project or activity as described in this application complies with all applicable state, local and federal laws and regulations. By my signature below, I certify that I have knowledge of and understand the content of this application and that I am fully authorized to apply to DNRC for the loan specified in the submitted materials.

I understand that all funds must be authorized by the Montana Legislature, that loan funds will become available after the sale of state bonds, and that I will be expected to enter into a loan agreement when funding is available and according to my construction schedule.

I further declare that, for \_\_\_\_\_ (Entity Name), I am legally authorized to enter into a binding contract with the DNRC to obtain loan financing if this application is approved.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature. 30-18-102, MCA.

/s/ \_\_\_\_\_  
Signature and Title of Authorized Representative      Date

\_\_\_\_\_  
Printed Name and Title of Representative



Contract Between Lewis and Clark County and Pine Cove Consulting. (Jenny Chambers)

Presented By:

**Summary:**

The Commissioners will consider the contract with Pine Cove Consulting to replace the Landfill Hikvision camera system by August 31, 2024 for a sum not to exceed \$36,568.46.

Legal Review Required:

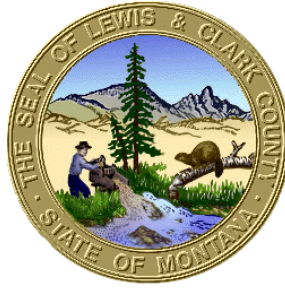
**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Memo	Staff Report
<input type="checkbox"/> Contract	Contract
<input type="checkbox"/> Exhibit A - Scope	Contract
<input type="checkbox"/> Exhibit B - Prevailing Wage Rates	Contract
<input type="checkbox"/> Contract Cover Sheet	Attachment
<input type="checkbox"/> Exception Request	Attachment



Jenny Chambers  
Public Works Director

(406) 447-8036 Desk



3402 Cooney Drive  
Helena, Montana 59602

jchambers@lccountymt.gov

# LEWIS AND CLARK COUNTY

## Public Works Department

DATE: April 16, 2024

TO: Board of County Commissioners

FROM: Jenny Chambers, Director

RE: Pine Cove Consulting Contract for Lewis and Clark County Landfill Camera Security System

Before you today is a contract with Pine Cove Consulting to replace and install cameras in the Lewis and Clark County Landfill located at 4075 Deal Lane, Helena. The cameras will provide 30-days of footage with the option of free unlimited archives backed up to the Verkada Command Cloud Service and a subscription license for five years per camera.

Replacement of cameras is necessary because the existing camera system, Hikvision, has major vulnerabilities, is non-National Defense Authorization Act (NDAA) compliant, and is susceptible to cyberattacks.

**Staff recommends approval of the contract with Pine Cove Consulting for a total sum not to exceed \$36,568.46 with work to be completed by August 31, 2024, and authorizes the Chair to sign contract documents.**

## LEWIS AND CLARK COUNTY INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Lewis and Clark County, a political subdivision of the State of Montana, herein referred to as "COUNTY", and Pine Cove Consulting, herein referred to as "CONTRACTOR", whose address is 98 Boom Time Way, Bozeman, Montana 59718; phone number is (800) 432-0346; Montana Contractor Registration Number is 268117; and Federal Employee Identification Number 90-0137923.

### THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: COUNTY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to complete and perform the following work or services:

Services under this Contract shall be provided at the Lewis and Clark County Landfill located at 4075 Deal Lane, Helena.

Selected cameras shall provide 30-days of footage with the option of free unlimited archives backed up to the Verkada Command Cloud Service. Subscription license for services shall be 5-years per camera.

In conjunction with this Contract, the NASPO Value Point (NVP) Contract #AR2472 and the State of Montana's participating addendum shall be utilized as the purchasing method for Carahsoft Cloud Solutions at the rates established in the NVP contract. Purchase Orders related to this service shall reference Contract #AR2472.

Scope includes work in accordance with the solicitation, plans, and specifications attached and hereby incorporated as **Exhibit A**.

2. INDEPENDENT CONTRACTOR: It is understood by the parties hereto that the CONTRACTOR is an independent CONTRACTOR and that neither its principals nor its employees, if any, are employees of Lewis and Clark County for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to section 39-71-401, MCA, the CONTRACTOR has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder. COUNTY shall not have control over the performance of this agreement by CONTRACTOR or its employees, except to specify the time and place of performance. COUNTY shall not be responsible for security or protection of CONTRACTOR's supplies or equipment.
3. WARRANTY: CONTRACTOR warrants that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty for a period of one (1) year from the time services are completed.
4. LIAISON: COUNTY's designated liaison with the CONTRACTOR is Jenny Chambers, Director of Public Works or their designee. The CONTRACTOR's designated liaison with

the COUNTY is David Huebner, Project Manager.

5. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR will begin work upon approval of this contract by both parties, and CONTRACTOR shall complete work by August 31, 2024.
6. COMPENSATION: COUNTY shall pay CONTRACTOR Thirty-six Thousand Five Hundred Sixty-eight Dollars and Forty-six Cents (\$36,568.46) for the satisfactory completion of the services described in **Exhibit A** of this Contract. Additionally, COUNTY must withhold at least one thousand dollars (\$1,000.00) of the total contract price pursuant to section 18-2-404 (2), MCA, until the termination of this Contract, but may not withhold more than five percent (5%) of the total contract price pursuant to section 18-2-316, MCA, if CONTRACTOR is performing by the terms of this Contract.
7. CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest.
8. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. CONTRACTOR may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of COUNTY. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract.
9. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by CONTRACTOR pursuant to this Contract are the property of COUNTY which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to CONTRACTOR. No material produced in whole or in part under this contract may be copyrighted or patented in the United States or in any other country without the prior written approval of COUNTY.
10. INDEMNIFICATION: CONTRACTOR waives all claims and recourse against COUNTY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incidental to CONTRACTOR's performance of this contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR will indemnify, hold harmless, and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONTRACTOR's negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of COUNTY or its officers, agents or employees.

11. INSURANCE: CONTRACTOR shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000.00) for each occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate. CONTRACTOR also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to COUNTY prior to commencing work under this agreement. COUNTY must be listed as an additional insured on the general liability insurance certificate for this agreement. Insurance certificates will be attached to this agreement.
12. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with applicable federal, state, and local laws, rules and regulations. CONTRACTOR or subcontractors doing work on this project will be required to obtain registration with the Montana Department of Labor and Industry. CONTRACTOR is responsible for obtaining any and all permits required to perform the Contract.
13. NONDISCRIMINATION: CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or sexual orientation.
14. MONTANA PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars (\$25,000.00) will be paid wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of Montana Prevailing Wage Rates established by the Montana Department of Labor and Industry. Rates applicable to this Contract are attached as **Exhibit B** and, by this reference, made part of this Contract.

Each CONTRACTOR (Prime and sub) must submit (through the prime CONTRACTOR) certified payrolls for each week from the time the project begins through completion. Certified payrolls must be numbered sequentially and submitted on a weekly basis whether or not work was performed. If no work was performed, CONTRACTOR shall note this on the payroll.
15. PREFERENCE: CONTRACTOR unequivocally agrees to give preference to the employment of bona fide Montana residents in compliance with MCA 18-2-403 (1). Pursuant to MCA 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the CONTRACTOR shall ensure that at least 50% of the workers of the contract (including workers employed by subcontractors) working on the project will be bona fide Montana residents.
16. SPECIAL FUEL TAX: *This Section only applies if the Contractor is doing work pertaining to a public road.* As stated in the Montana Codes Annotated (MCA) 15-70-403(8-9), fuels used by the CONTRACTOR and their subcontractor(s) in connection with any work performed under contracts pertaining to the construction, reconstruction, or improvement of a highway or street and its appurtenances awarded by any public agencies, including federal, state, county, municipal or other political subdivisions, must be fuel on which Montana fuel tax has been paid.



17. CONTRACTORS GROSS RECEIPTS TAX: All CONTRACTORS or subcontractors working on a publicly funded project are required to pay or have withheld from earnings one percent (1%) of the gross contract price. This tax applies to public contracts of eighty thousand dollars (\$80,000.00) and greater.
18. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: The parties understand and agree that performance of this contract is in Lewis and Clark County of Montana and that in the event of litigation concerning it, venue is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.
19. ATTORNEY FEES: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.
20. TERMINATION OF CONTRACT: Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement.


COUNTY:

CONTRACTOR:

Date: \_\_\_\_\_

Date: 4/12/24

\_\_\_\_\_  
Andy Hunthausen, Chair  
Board of County Commissioners  
Lewis and Clark County

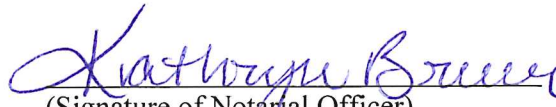
  
\_\_\_\_\_  
David Huebner, Project Manager  
Pine Cove Consulting

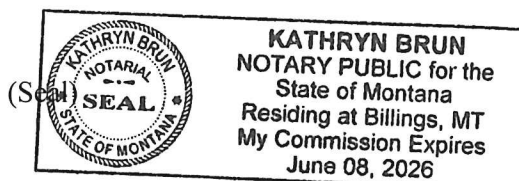
ATTEST:

State of montana  
County of Yellowstone

\_\_\_\_\_  
Amy Reeves, Clerk and Recorder

This instrument was acknowledged before me on 4/12/24 [date] by David Huebner as Project Manager of Pine Cove Consulting

  
(Signature of Notarial Officer)





## L&C County Landfill Verkada Project Scope

### Project Overview

Pine Cove Consulting is to install a total of 9 cameras at the Lewis and Clark County Landfill. These cameras consist of:

- 2 - CB62E
- 3 - CB62TE
- 2 - CH52E (multi sensor)
- 2 - CD62E

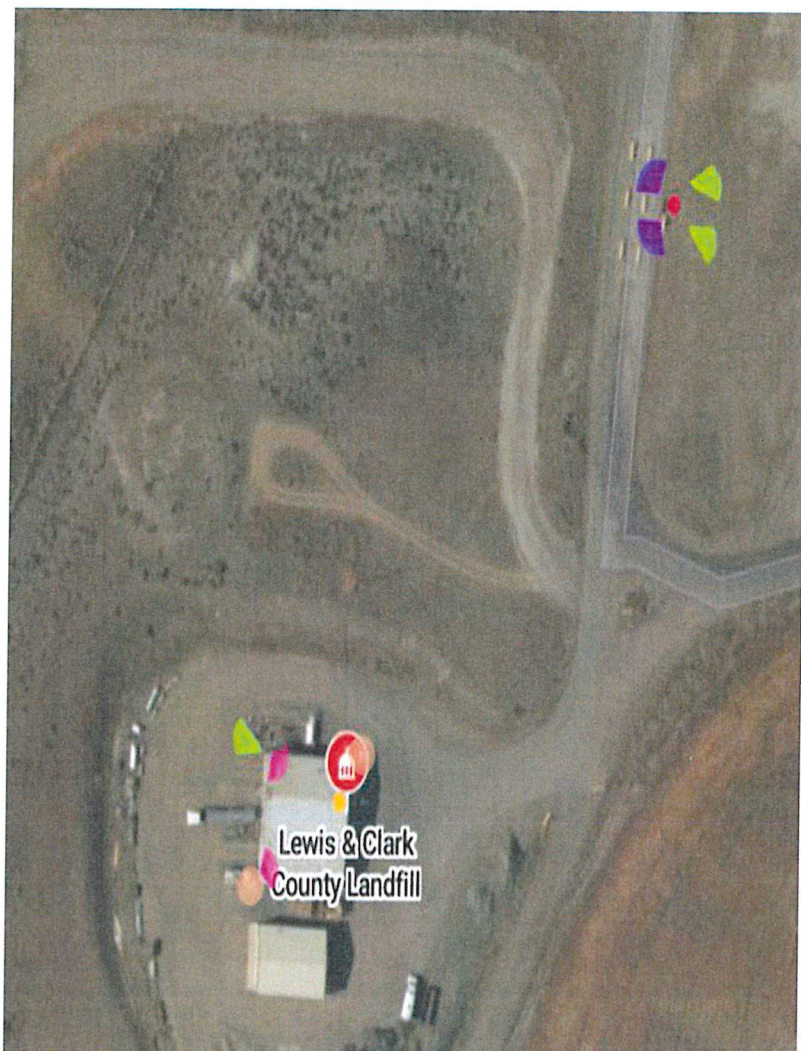
The quote for this project also includes the necessary mounts and power supplies for the bigger, multi sensor cameras. The second tab on the quote, labeled "Landfill – Parts", includes all the necessary parts for the installation. As part of this project consists of a remote site, we are leveraging a cellular connection via the Verkada Gateway GC31-E. L&C county will provide their own sim card for the gateway. This gateway will be wired back to the 8-port switch that will provide connection to the 4 cameras.








This licensing fee is required for the viewing platform, Verkada Command, where the cameras will be hosted and managed. This licensing also covers the Cloud hosting portion as Verkada is a hybrid-cloud solution and does not require on-site storage via NVR/ DVR. Lewis and Clark County will have 30 days of footage with the selected cameras with the option of free unlimited archives backed up to the cloud. This gives the user 30 days to find an event and archive it where it can be viewed and stored indefinitely. The quote includes a 5-year license for both the cameras and cellular gateway.

### Installation and Configuration Overview

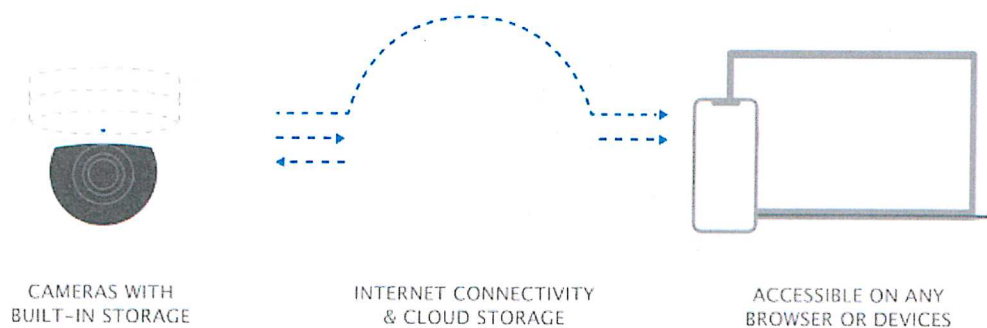
This project is a complete installation consisting of wiring, camera installation, and switch installation. Pine Cove handle all aspects of this project and provide a turn key solution. As Verkada is a hybrid-cloud solution, no NVR/ DVR installation is required. This project is expected to take 3 days of onsite labor. Pine Cove will also work with Lewis and Clark County to properly configure the Verkada Command platform where the cameras are viewed and footage is managed. Configuration and training is factored into the installation and configuration portion of the quote.

Please see below for a diagram of where cameras are being installed.

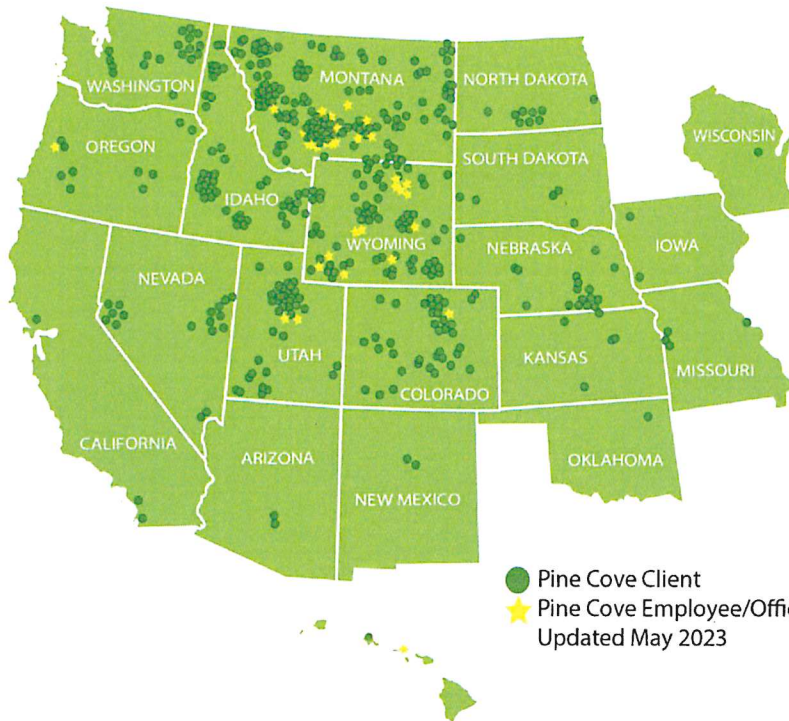


Model	Icon	Count
CD42		
CF81		
CD42E		
CD62E		2
CB62E		2
CB62TE		3
CH52E		2

## Hybrid – Cloud Overview



+1 800-432-0346 | [www.pinecc.com](http://www.pinecc.com) | [sales@pinecc.com](mailto:sales@pinecc.com)



**pine:cove**  
CONSULTING

**Trusted IT Solutions  
Since 1993**

**CYBERSECURITY | NETWORKING | COMMUNICATION  
| PHYSICAL SECURITY | MANAGED SERVICES | STUDENT SAFETY |**

**We have prepared a quote for you:**

**Verkada - Landfill**

Quote # 009286  
Version 1










**Prepared for:**




**Lewis and Clark County**

Jenny Chambers  
[jchambers@lccountymt.gov](mailto:jchambers@lccountymt.gov)





## Landfill - 5 Year

Description		Price	Qty	Ext. Price
<b>Verkada CB62-E Outdoor Bullet Camera, 512GB, 30 Days Max</b>		\$1,316.87	2	\$2,633.74
<b>CB62-TE Outdoor Bullet Camera, 512GB, 30 Days Max</b>		\$1,390.07	3	\$4,170.21
<b>Verkada Dome Series CD62-E - network surveillance camera - dome - with 30 days storage</b>		\$1,243.67	2	\$2,487.34
<b>Verkada Command Cloud Service - subscription license (5 years) - 1 camera</b>		\$658.07	7	\$4,606.49
<b>Verkada CH52-E - network panoramic camera - dome</b>		\$2,634.47	2	\$5,268.94
<b>Verkada ACC-POE-60W PoE++ injector</b>		\$109.07	2	\$218.14
<b>Verkada 5-Year CH52 Multisensor Camera License</b>		\$1,975.67	2	\$3,951.34
<b>Verkada Corner Mount</b>		\$145.67	2	\$291.34
<b>Verkada ACC-MNT-2 - camera mounting bracket</b>		\$65.15	2	\$130.30

Description		Price	Qty	Ext. Price
Verkada ACC-MNT-8 - camera pendant cap		\$50.51	2	\$101.02
Shipping, Handling and Insurance		\$292.50	1	\$292.50
Installation and Configuration		\$9,750.00	1	\$9,750.00
			Subtotal:	\$33,901.36

## Landfill - Parts

Description		Price	Qty	Ext. Price
GC31 Cellular Gateway, Outdoor		\$935.28	1	\$935.28
5-Year Cellular Gateway License		\$971.28	1	\$971.28
***L&C to provide their own SIM card for cellular gateway***				
Outdoor Category 6 cable designed to resist harsh weather damage and electromagnetic interference.		\$171.35	1	\$171.35
UISP Patch Cable Outdoor		\$10.00	2	\$20.00
4 Outlet Power Strip, 15A 125V 1875W, 90 Joules, 20-Inch Short Cord with Angled Plug, Small Power Strip Surge Protector, ETL Listed		\$11.49	1	\$11.49
Gigabit switch with (8) RJ45 ports, (2) SFP ports, and a 150W power supply.		\$228.85	2	\$457.70
Shipping, Handling and Insurance		\$100.00	1	\$100.00
			Subtotal:	\$2,667.10



Prepared for:

Lewis and Clark County  
Jenny Chambers  
316 N. Park Avenue  
Helena, MT 59623  
jchambers@lccountymt.gov  
(406) 447-8200

Quote Information:

Quote #: 009286  
Version: 1  
Delivery Date: 03/29/2024  
Expiration Date: 05/31/2024

## Quote Summary

Description	Amount
Landfill - 5 Year	\$33,901.36
Landfill - Parts	\$2,667.10
Total:	<b>\$36,568.46</b>

This proposal shall not be used for the creation of RFP/RFQ documents, by the customer.

TERMS: Due on receipt of invoice.

Access to the customer portal for online payment is @ <https://pinecc.connectboosterportal.com>

Applicable fees and taxes not included.

Signature

Date

PO Number

MONTANA  
PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION SERVICES 2024

**Effective: Effective January 13, 2024**

*Greg Gianforte, Governor  
State of Montana*

*Sarah Swanson, Commissioner  
Department of Labor & Industry*

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at [erd.dli.mt.gov/labor-standards](https://erd.dli.mt.gov/labor-standards) or contact:

Employment Standards Division  
Montana Department of Labor and Industry  
P. O. Box 8011  
Helena, MT 59601  
Phone 406-444-6543

**The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.**

**MONTANA PREVAILING WAGE REQUIREMENTS**

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates> or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at [erd.dli.mt.gov/labor-standards](https://erd.dli.mt.gov/labor-standards) or contact the department at (406) 444-6543.

SARAH SWANSON  
Commissioner  
Department of Labor and Industry  
State of Montana



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#### **A. Date of Publication Effective January 13, 2024**

#### **B. Definition of Building Construction**

For the purposes of Prevailing Wage, the Commissioner of Labor and Industry has determined that building construction occupations are defined to be those performed by a person engaged in a recognized trade or craft, or any skilled, semi-skilled, or unskilled manual labor related to the construction, alteration, or repair of a public building or facility, and does not include engineering, superintendence, management, office or clerical work.

The Administrative Rules of Montana (ARM), 24.17.501(2) – 2(a), states *“Building construction projects generally are the constructions of sheltered enclosures with walk-in access for housing persons, machinery, equipment, or supplies. It includes all construction of such structures, incidental installation of utilities and equipment, both above and below grade level, as well as incidental grading, utilities and paving.”*

*Examples of building construction include, but are not limited to, alterations and additions to buildings, apartment buildings (5 stories and above), arenas (closed), auditoriums, automobile parking garages, banks and financial buildings, barracks, churches, city halls, civic centers, commercial buildings, court houses, detention facilities, dormitories, farm buildings, fire stations, hospitals, hotels, industrial buildings, institutional buildings, libraries, mausoleums, motels, museums, nursing and convalescent facilities, office buildings, out-patient clinics, passenger and freight terminal buildings, police stations, post offices, power plants, prefabricated buildings, remodeling buildings, renovating buildings, repairing buildings, restaurants, schools, service stations, shopping centers, stores, subway stations, theaters, warehouses, water and sewage treatment plants (buildings only), etc.”*

#### **C. Definition of Public Works Contract**

Section 18-2-401(11)(a), MCA defines “public works contract” as *“...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”*.

#### **D. Prevailing Wage Schedule**

This publication covers only Building Construction occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy Construction, Highway Construction, and Nonconstruction Services occupations can be found on the internet at <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/> or by contacting the department at (406) 444-6543.

#### **E. Rates to Use for Projects**

ARM, 24.17.127(1)(c), states *“The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”*

#### **F. Wage Rate Adjustments for Multiyear Contracts**

Section 18-2-417, MCA states:

*“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.*

*(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.*

*(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”*

## G. Fringe Benefits

Section 18-2-412, MCA states:

*"(1) To fulfill the obligation...a contractor or subcontractor may:*

*(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;*

*(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or*

*(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.*

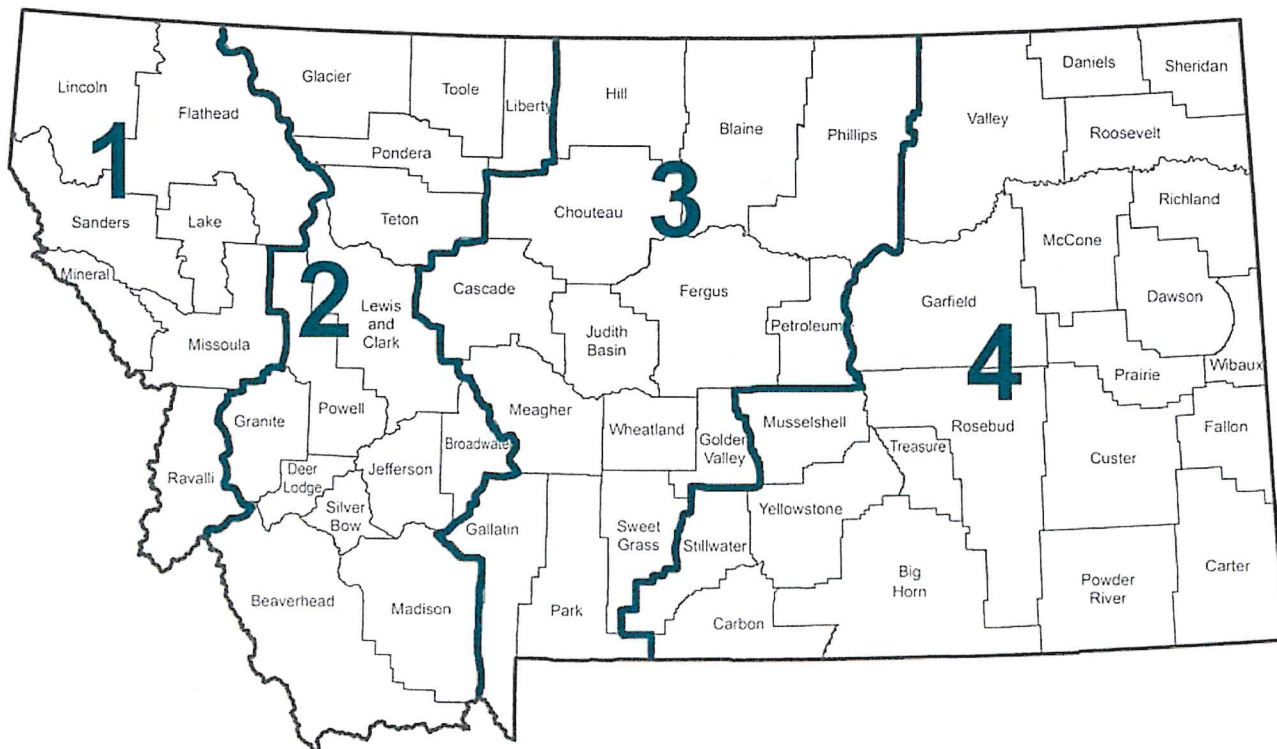
*(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor."*

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

## H. Prevailing Wage Districts

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:

### Montana Prevailing Wage Districts





## **I. Dispatch City**

ARM, 24.17.103(11), defines dispatch city as *"...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney."* A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

**District 1 – Kalispell and Missoula:** includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;

**District 2 – Butte and Helena:** includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;

**District 3 – Bozeman and Great Falls:** includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;

**District 4 – Billings, Miles City and Sidney:** includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

## **J. Zone Pay**

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as *"...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job."* See section I above for a list of dispatch cities.

## **K. Computing Travel Benefits**

ARM, 24.17.103(22), states *" 'Travel pay,' also referred to as 'travel allowance,' is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job."* See section I above for a list of dispatch cities.

## **L. Per Diem**

ARM, 24.17.103(19), states *" 'Per diem' typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer."*

## **M. Apprentices**

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states *"...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract."* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

## **N. Posting Notice of Prevailing Wages**

Section 18-2-406, MCA provides that contractors, subcontractors and employers who are *"...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees."*

## **O. Employment Preference**

Sections 18-2-403 and 18-2-409, MCA requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

**P. Projects of a Mixed Nature**

Section 18-2-408, MCA states:

*"(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.*

*(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification"*

**Q. Occupations Definitions**

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

[http://www.bls.gov/oes/current/oes\\_stru.htm](http://www.bls.gov/oes/current/oes_stru.htm)

**R. Welder Rates**

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

**S. Foreman Rates**

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

## WAGE RATES

### BOILERMAKERS

No Rate Established

**Duties Include:**

Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, and pressure vessels.

[↑ Back to Table of Contents](#)

### BRICK, BLOCK, AND STONE MASONS

	Wage	Benefit
District 1	\$33.11	\$17.39
District 2	\$33.11	\$17.39
District 3	\$33.11	\$17.39
District 4	\$33.11	\$17.39

**Travel:**

**All Districts**

0-70 mi. free zone

>70-90 mi. \$60.00/day

>90 mi. \$80.00/day

[↑ Back to Table of Contents](#)

### CARPENTERS

	Wage	Benefit
District 1	\$30.06	\$11.48
District 2	\$27.50	\$14.07
District 3	\$30.78	\$11.28
District 4	\$31.39	\$11.74

**Zone Pay:**

**All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$4.00/hr.

>60 mi. base pay + \$6.00/hr.

**Duties Include:**

Install roll and batt insulation, and hardwood floors.

[↑ Back to Table of Contents](#)

### CARPET INSTALLERS

No Rate Established

**Duties Include:**

Lay and install carpet from rolls or blocks on floors. Install padding and trim flooring materials.

[↑ Back to Table of Contents](#)

## CEMENT MASONS AND CONCRETE FINISHERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$30.55	\$6.74
District 2	\$29.45	\$5.87
District 3	\$30.75	\$6.51
District 4	\$30.00	\$7.40

### **Duties Include:**

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

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### **Travel and Per Diem:**

#### **All Districts**

No travel or per diem established.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

	<b>Wage</b>	<b>Benefit</b>
District 1	\$31.51	\$16.68
District 2	\$30.61	\$16.68
District 3	\$30.86	\$16.68
District 4	\$30.86	\$16.68

### **This group includes but is not limited to:**

Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

### **Travel Pay**

#### **District 1**

0-45 mi. free zone

>45-85 mi. \$60.00/day

>85 mi. \$90.00/day

### **Zone Pay**

#### **District 2**

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

#### **Districts 3 and 4**

0-30 mi. free zone

>30-60 mi. base pay + \$3.05/hr.

>60 mi. base pay + \$4.85/hr.

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

	<b>Wage</b>	<b>Benefit</b>
District 1	\$27.85	\$ 7.57
District 2	\$30.60	\$11.06
District 3	\$29.60	\$10.03
District 4	\$31.58	\$11.20

### **This group includes but is not limited to:**

Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant.

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### **Travel Pay**

#### **District 1**

0-45 mi. free zone  
>45-85 mi. \$60.00/day  
>85 mi. \$90.00/day

### **Zone Pay**

#### **District 2**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

#### **Districts 3 and 4**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.05/hr.  
>60 mi. base pay + \$4.85/hr.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

	<b>Wage</b>	<b>Benefit</b>
District 1	\$30.07	\$12.82
District 2	\$32.83	\$16.68
District 3	\$32.31	\$10.70
District 4	\$29.36	\$11.27

### **This group includes but is not limited to:**

Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat Haul Truck, Articulating Trucks, Vac Truck.

### **Travel Pay**

#### **District 1**

0-45 mi. free zone  
>45-85 mi. \$60.00/day  
>85 mi. \$90.00/day

### **Zone Pay**

#### **Districts 2 - 4**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

	<b>Wage</b>	<b>Benefit</b>
District 1	\$34.05	\$16.68
District 2	\$29.05	\$12.85
District 3	\$30.90	\$13.50
District 4	\$33.92	\$16.68

**This group includes but is not limited to:**

Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

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### Travel Pay

#### District 1

0-45 mi. free zone

>45-85 mi. \$60.00/day

>85 mi. \$90.00/day

### Zone Pay

#### Districts 2 - 4

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

	<b>Wage</b>	<b>Benefit</b>
District 1	\$35.05	\$16.68
District 2	\$30.78	\$15.32
District 3	\$29.05	\$15.38
District 4	\$35.02	\$16.68

**This group includes but is not limited to:**

Cranes, 45 tons up to and incl. 74 tons.

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### Travel Pay

#### District 1

0-45 mi. free zone

>45-85 mi. \$60.00/day

>85 mi. \$90.00/day

### Zone Pay

#### Districts 2 - 4

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

	<b>Wage</b>	<b>Benefit</b>
District 1	\$36.11	\$16.68
District 2	\$36.11	\$16.68
District 3	\$36.11	\$16.68
District 4	\$36.11	\$16.86

**This group includes but is not limited to:**

Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

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### Zone Pay:

#### All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

	Wage	Benefit
District 1	\$37.21	\$16.68
District 2	\$37.21	\$16.68
District 3	\$37.21	\$16.68
District 4	\$37.21	\$16.68

**This group includes but is not limited to:**

Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

**Zone Pay:**

**All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

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## CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

	Wage	Benefit
District 1	\$24.55	\$12.00
District 2	\$24.55	\$12.00
District 3	\$24.55	\$12.00
District 4	\$24.55	\$12.00

**Zone Pay:**

**All Districts**

0-15 mi. free zone

>15-30 mi. base pay + \$0.65/hr.

>30-50 mi. base pay + \$0.85/hr.

>50 mi. base pay + \$1.25/hr.

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## CONSTRUCTION LABORERS GROUP 2

	Wage	Benefit
District 1	\$26.23	\$12.00
District 2	\$27.25	\$12.00
District 3	\$26.29	\$ 8.91
District 4	\$27.25	\$12.00

**Zone Pay:**

**All Districts**

0-15 mi. free zone

>15-30 mi. base pay + \$0.65/hr.

>30-50 mi. base pay + \$0.85/hr.

>50 mi. base pay + \$1.25/hr.

**This group includes but is not limited to:**

General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprappet; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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### CONSTRUCTION LABORERS GROUP 3

	Wage	Benefit
District 1	\$25.55	\$12.00
District 2	\$25.55	\$12.00
District 3	\$25.55	\$12.00
District 4	\$25.55	\$12.00

**This group includes but is not limited to:**

Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

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**Zone Pay:**

**All Districts**

0-15 mi. free zone

>15-30 mi. base pay + \$0.65/hr.

>30-50 mi. base pay + \$0.85/hr.

>50 mi. base pay + \$1.25/hr.

### CONSTRUCTION LABORERS GROUP 4

	Wage	Benefit
District 1	\$25.60	\$12.00
District 2	\$26.27	\$12.00
District 3	\$26.41	\$12.00
District 4	\$25.60	\$12.00

**This group includes but is not limited to:**

Hod Carrier\*\*\*; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete) Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc.

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**Zone Pay:**

**All Districts**

0-15 mi. free zone

>15-30 mi. base pay + \$0.65/hr.

>30-50 mi. base pay + \$0.85/hr.

>50 mi. base pay + \$1.25/hr.

\*\*\*Hod Carriers will receive the same amount of travel and/or subsistence pay as bricklayers when requested to travel.

### DRYWALL APPLICATORS

	Wage	Benefit
District 1	\$31.24	\$14.07
District 2	\$31.24	\$14.07
District 3	\$31.24	\$14.07
District 4	\$31.24	\$14.07

**Duties Include:**

Drywall and ceiling tile installation.

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**Zone Pay:**

**All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$4.00/hr.

>60 mi. base pay + \$6.00/hr.

## ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL

	<b>Wage</b>	<b>Benefit</b>
District 1	\$34.15	\$15.38
District 2	\$33.90	\$17.75
District 3	\$34.43	\$16.40
District 4	\$38.86	\$16.73

### **Duties Include:**

Electrical wiring; equipment and fixtures; street lights; electrical control systems. Installation and/or adjusting of building automation controls also during testing and balancing, commissioning and retro-commissioning.

### **Travel:**

#### **District 1**

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

0-15 mi. free zone  
>15-45 mi. \$0.585/mi. in excess of the free zone.  
>45 mi. \$75.00/day

#### **Districts 2 & 3**

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

0-08 mi. free zone  
>08-50 mi. current federal mileage rate/mi.  
in excess of the free zone.  
>50 mi. \$71.57/day

#### **District 4**

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

0-18 mi. free zone  
>18-60 mi. federal mileage rate/mi.

### **Per Diem**

#### **District 4**

>60 mi. \$80.00/day

Per Diem in Big Sky and West Yellowstone \$125/day.

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## ELEVATOR CONSTRUCTORS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$62.25	\$45.24
District 2	\$62.25	\$45.24
District 3	\$62.25	\$45.24
District 4	\$62.25	\$45.24

### **Travel:**

#### **All Districts**

0-15 mi. free zone  
>15-25 mi. \$49.73/day  
>25-35 mi. \$99.45/day  
>35 mi. \$112.90/day

### **Special Provision:**

.93/mile when added to amounts above if using employee vehicle.

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## FLOOR LAYERS

### No Rate Established

Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors.

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## GLAZIERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$24.78	\$4.33
District 2	\$23.28	\$5.66
District 3	\$23.75	\$4.41
District 4	\$22.97	\$4.37

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### Travel and Per Diem:

#### All Districts

No travel or per diem established.

## HEATING AND AIR CONDITIONING

	<b>Wage</b>	<b>Benefit</b>
District 1	\$33.00	\$20.73
District 2	\$33.00	\$20.73
District 3	\$33.00	\$20.73
District 4	\$33.30	\$20.73

### Duties Include:

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work.

### All Districts

0-45 mi. free zone

>45 mi.

- \$0.25/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

### Per Diem:

#### All Districts

\$85/day

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## INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

	<b>Wage</b>	<b>Benefit</b>
District 1	\$40.56	\$21.99
District 2	\$40.56	\$21.99
District 3	\$40.56	\$21.99
District 4	\$37.34	\$21.99

### Duties Include:

Insulate pipes, ductwork or other mechanical systems.

### Travel:

0-30 mi. free zone

>30-40 mi. \$25.00/day

>40-50 mi. \$35.00/day

>50-60 mi. \$45.00/day

>60 mi. \$130.00/day plus

- \$0.56/mi. if transportation is not provided.
- \$0.20/mi. if in company vehicle.

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## IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$33.95	\$25.59
District 2	\$33.95	\$24.50
District 3	\$33.95	\$24.50
District 4	\$33.95	\$24.50

### **Duties Include:**

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

### **Travel:**

#### **All Districts**

0-45 mi. free zone

>45-85 mi. \$100.00/day

>85 mi. \$150.00/day

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## IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$33.95	\$24.50
District 2	\$33.95	\$24.50
District 3	\$33.95	\$24.50
District 4	\$33.95	\$24.50

### **Duties Include:**

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

### **Travel:**

#### **All Districts**

0-45 mi. free zone

>45-85 mi. \$100.00/day

>85 mi. \$150.00/day

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## MILLWRIGHTS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$40.49	\$18.84
District 2	\$40.49	\$18.84
District 3	\$40.49	\$18.84
District 4	\$40.49	\$18.84

### **Zone Pay:**

#### **All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$4.00/hr.

>60 mi. base pay + \$6.00/hr.

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## PAINTERS: INCLUDING PAPERHANGERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$30.00	\$12.81
District 2	\$21.28	\$12.81
District 3	\$25.55	\$12.81
District 4	\$30.30	\$12.81

### **Travel and Per Diem:**

#### **All Districts**

No travel or per diem established.

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## PILE BUCKS

	Wage	Benefit
District 1	\$34.50	\$14.07
District 2	\$34.50	\$14.07
District 3	\$34.50	\$14.07
District 4	\$34.50	\$14.07

### Duties Include:

Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed and direction of swing. Cut piles to grade.

### Zone Pay:

#### All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$4.00/hr.

>60 mi. base pay + \$6.00/hr.

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## PILOT CAR DRIVERS

No Rate Established

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## PLASTERERS

No Rate Established

### Duties Include:

All materials beyond the substrate, such as a moisture barrier, any type of drainage installation between the moisture barrier and insulation or EPS board, the attachment of the EPS board, installation of fiberglass mesh embedded in the base coat, any water-resistant coat that is applied on top of the insulation to serve as a weather barrier, and the application of the finish coat.

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## PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$37.63	\$16.26
District 2	\$37.90	\$16.45
District 3	\$37.90	\$16.45
District 4	\$36.71	\$20.31

### **Duties Include:**

Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

### **Travel:**

#### **District 1**

0-30 mi. free zone  
>30-50 mi. \$35.00/day  
>50-75 mi. \$45.00/day  
>75 mi. \$100.00/day

### **Special Provision**

If transportation is not provided, mileage at \$0.35/mi. for one trip out and one trip back is added to the amounts above. However, if the employee is traveling more than 75 miles/day, only subsistence at the rate of \$85.00/day is required.

#### **Districts 2 & 3**

0-45 mi. free zone  
>45 mi.

- \$0.00/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

### **Special Provision:**

At the contractors' option, mileage for one trip out and one trip back per week may be paid plus subsistence at the rate of \$135.00/day.

#### **District 4**

0-70 free zone  
>70 mi.

- On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: \$110.00/day.

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## ROOFERS

	Wage	Benefit
District 1	\$31.47	\$13.26
District 2	\$31.47	\$13.26
District 3	\$29.83	\$ 9.20
District 4	\$24.42	\$ 9.06

### Duties Include:

Metal roofing, covers roofs, walls and foundations with water proofing, insulation and vapor barriers in addition to metal flashings. Roofing includes shingles, low slope membranes, metal roofs, insulation, spray foam, coatings and vapor barriers. Wall coverings include metal panels, insulated metal panels and other waterproofing or rain screen systems. Foundation systems include waterproofing and insulation. Excludes prefabricated metal buildings.

### Travel:

#### District 1

0-50 mi. free zone

>50 mi.

- \$0.00/mi. in employer vehicle.
- \$0.35/mi. in employee vehicle.

#### District 2 and 3

0-35 mi. free zone

>35 mi.

- \$0.00/mi. in employer vehicle.
- \$0.40/mi. in employee vehicle.

#### District 4

0-50 mi. free zone

>50 mi.

- \$0.00/mi. in employer vehicle.
- \$0.35/mi. in employee vehicle.

### Per Diem:

#### District 1

\$84.00/day

#### District 2 and 3

Employer pays for room + \$30.00/day.

#### District 4

Employer pays for room + \$25.00/day.

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## SHEET METAL WORKERS

	Wage	Benefit
District 1	\$33.00	\$20.73
District 2	\$33.00	\$20.73
District 3	\$33.00	\$20.73
District 4	\$33.00	\$20.73

### Duties Include:

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work. Manufacture, fabrication, assembling, installation, dismantling, and alteration of all HVAC systems, air conveyer systems, and exhaust systems. All lagging over insulation and all duct lining.

### All Districts

0-45 mi. free zone

>45 mi.

- \$0.25/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

### Per Diem:

#### All Districts

\$85/day

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## SOLAR PHOTOVOLTAIC INSTALLERS

	Wage	Benefit
District 1	\$32.75	\$17.75
District 2	\$32.75	\$17.75
District 3	\$33.90	\$16.40
District 4	\$33.70	\$16.40

### Travel:

#### Districts 1, 2 and 3

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$60.57/day

#### District 4

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-18 mi. free zone
- >18-60 mi. federal mileage rate/mi.
- >60 mi. \$75.00/day

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## SPRINKLER FITTERS

	Wage	Benefit
District 1	\$37.66	\$23.68
District 2	\$39.06	\$25.39
District 3	\$39.06	\$25.39
District 4	\$39.06	\$25.39

### Duties Include:

Duties Include but not limited to any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

### Travel

#### All Districts

The following travel allowance is applicable when traveling in employee's vehicle.

- 0-60 mi. free zone
- >60-80 mi. \$19.00/day
- >80-100 mi. \$29.00/day
- >100 mi. \$105.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back

No travel allowance required when in employer's vehicle except when staying the night.

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## TAPERS

No Rate Established

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### Travel and Per Diem:

#### All Districts

No travel or per diem established.

## TELECOMMUNICATIONS EQUIPMENT INSTALLERS

	Wage	Benefit
District 1	\$32.36	\$9.73
District 2	\$23.33	\$7.03
District 3	\$24.17	\$8.12
District 4	\$23.93	\$2.32

### Duties Include:

Install voice; sound; vision and data systems. This occupation includes burglar alarms, fire alarms, fiber optic systems, and video systems for security or entertainment

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### Travel:

#### All Districts

The federal mileage rate/mi. in effect when travel occurs if using own vehicle.

### Per Diem:

#### All Districts

Employer pays for meals and lodging up to \$75.00/day. When jobsite is located in Big Sky, West Yellowstone, and Gardiner, lodging and meals will be provided by the employer for all actual and reasonable expenses incurred.

## TERRAZZO WORKERS AND FINISHERS

No Rate Established

### Duties Include:

Finish work on hard tile, marble, and wood tile to floors, ceilings, and roof decks

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## TILE AND STONE SETTERS

	Wage	Benefit
District 1	\$22.94	\$3.74
District 2	\$22.94	\$3.74
District 3	\$22.94	\$3.74
District 4	\$22.94	\$3.74

### Duties Include:

Apply hard tile, stone, and comparable materials to walls, floors, ceilings, countertops, and roof decks.

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### Travel and Per Diem

No travel or per diem established.

## TRUCK DRIVERS

Pilot Car Driver    **No Rate Established**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$23.42	\$ 5.30
District 2	\$25.00	\$ 5.50
District 3	\$31.06	\$10.16
District 4	\$30.60	\$ 9.93

**Truck drivers include but are not limited to:**

Combination Truck & Concrete Mixer; Distributor Driver; Dry Batch Trucks; Dump Trucks & Similar Equipment; Flat Trucks; Lowboys, Four-Wheel Trailers, Float Semitrailer; Powder Truck Driver (Bulk Unloader Type); Servicemen; Service Truck Drivers, Fuel Truck Drivers, Tiremen; Trucks with Power Equipment; Truck Mechanic; Water Tank Drivers, Petroleum Product Drivers.

**Zone Pay:**

**All Districts**

No zone pay established.

[↑ Back to Table of Contents](#)







# CONTRACT COVER SHEET

*This form must be completed before the contract is transmitted to the contractor/consultant.*

*Include this completed form in Novus when submitting the contract for approval.*

*This form does not apply to grant awards, sub-awards, or intergovernmental agreements.*

- Project Name/Novus Title:
  - Standard Lewis and Clark County contract template used: **YES**      **NO**
    - Legal has completed review of agreement: **YES**      **NO**
  - Procurement method: **NOT APPLICABLE**      Explain in comment box
    - For methods other than Small Purchase – Quote, attach documentation of procurement method used (e.g., limited solicitation form or legal ad for formal solicitations).
  - Purchase is exempt/exception from standard procurement procedures, per county policy: **YES**      **NO**
    - **If YES, provide exemption/exception request form.**
- 
- Budget Authority: **YES**      **NO**      **NOT APPLICABLE**
  - Is this a public works contract subject to prevailing wage requirements? “Public works contract” means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES**      **NO**
    - If YES, is project subject to \$50,000 performance and payment bond? **YES**      **NO**
  - Is project subject to 1% Contractor's Gross Receipts Tax\* (CGR)? **YES**      **NO**
    - **If YES, submit CGR form to Finance Department.**
  - Is this contract funded through a grant? **YES**      **NO**      **IF YES, COMPLETE NEXT PAGE.**
- Additional comments:

Signatures:

\_\_\_\_\_  
Elected Official/Department Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Officer or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Officer or Designee

\_\_\_\_\_  
Date



# CONTRACT COVER SHEET

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## **CONTRACTS FUNDED WITH GRANTS:**

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

**Include a copy of the grant/contract funding the contract.**

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES**      **NO**
  - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES**      **NO**
  - If YES, have these requirements been incorporated into the contract? **YES**      **NO**

## **For Contracts Funded with Federal Grants:**

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## **Contractor's UEI:**

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, [amccauley@lccountymt.gov](mailto:amccauley@lccountymt.gov), 406-447-8383, City-County Building, Room 225

Signature:

---

Grants Administrator or Designee

---

Date

---

## **Administrative Use Only**

Date of debarment/suspension check in SAM

Passed: YES      NO

FFATA Reporting Needed? YES      NO

Reporting Period:

## COMPETITIVE PROCUREMENT EXCEPTION REQUEST

The Lewis and Clark County Purchasing Policy does not apply to certain transactions. Exceptions must be authorized by the Purchasing Officer and Chief Administrative Officer. The Department Director shall request authorization of such purchases in order to ensure that the purchase qualifies as an exception under the Purchasing Policy.

### ***To be completed by the Department:***

1. Name of product(s)/service(s):

Verkada Video Surveillance

2. Name of vendor(s):

Pine Cove Consulting

3. Amount of purchase:

36568.46

4. Date of purchase:

2024 - Preparing Contract Now

5. Justification for exception:

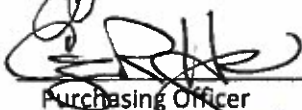
Purchase made under state bid contract



6. Authorization (provide signatures below):

  
Department Director

3/29/2024  
Date

  
Purchasing Officer

3/29/24  
Date

  
Chief Administrative Officer

4-1-24  
Date



Contract Between Lewis and Clark County and Great West Engineering. (Dan Karlin)

Presented By:

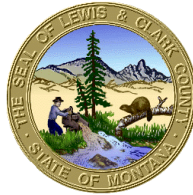
**Summary:**

The Commissioners will consider the contract with Great West Engineering to provide engineering services on the Lake Helena Improvement Project for time and materials not to exceed \$197,200 with work to be completed by April 30, 2025.

Legal Review Required:

**ATTACHMENTS:**

Description		Type
<input type="checkbox"/>	Memo	Staff Report
<input type="checkbox"/>	Contract	Contract
<input type="checkbox"/>	Contract Cover Sheet	Staff Report



# LEWIS AND CLARK COUNTY

## Public Works Department

DATE: April 23, 2024

TO: Board of County Commissioners

FROM: Daniel Karlin, County Engineer

RE: Consultant Contract for Lake Helena Improvements Project

In December of 2023, Public Works advertised a request for proposals to design improvements to Lake Helena Drive. The project will start at Deal Lane and continue past Lincoln Road to the end of the existing asphalt pavement. The request outlined a multi-phased approach to the design, with Phase one consisting of a 30% corridor design. Phase two will consist of a final design and delivering a complete Plan, Specification, and Estimate package. Any follow-on phases will be for bidding assistance and construction engineering for individual sections of the roadway to be constructed. At this point, the determination of additional easement or other design features will be necessary to complete the final design. Following this step, Public Works intends to negotiate the phase two contract.

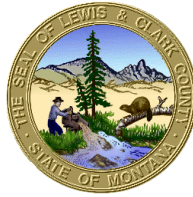
Before you today is the phase one contract with Great West Engineering to complete the 30% design, which will include: general project management, site survey, drainage assessment and recommendations, preliminary geotechnical recommendations, conceptual roadway design, 30% roadway design, preliminary bridge analysis, and public involvement. Great West has agreed to perform these professional services for \$197,200.

### Recommendation:

Staff recommends the approval of the professional services contract with Great West Engineering Inc. for \$197,200 and authorize the chair to sign.



Daniel Karlin, PE  
County Engineer  
(406) 447-8034 Desk  
(406) 447-8368



3402 Cooney Drive  
Helena, MT 59602

[dkarlin@lccountymt.gov](mailto:dkarlin@lccountymt.gov)

# LEWIS AND CLARK COUNTY

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## Public Works Department

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## **LEWIS AND CLARK COUNTY PROFESSIONAL SERVICES CONTRACT**

An agreement made between Lewis and Clark County, a political subdivision of the State of Montana, herein referred to as "COUNTY", and Great West Engineering, herein referred to as "CONSULTANT", whose address is 2501 Belt View Drive, Helena, Montana 59601, phone number is (406) 447-8627, and Federal Employee Identification Number is 20-2501633.

THE PARTIES AGREE AS FOLLOWS:

1. EMPLOYMENT OF THE CONSULTANT: The COUNTY hereby employs CONSULTANT as an independent contractor to complete and perform engineering services needed for the Lake Helena Improvements Project. The COUNTY reserves the right to choose key personnel that it feels are most suited to the specific task.
2. SCOPE OF SERVICES: The CONSULTANT will perform the engineering services as shown in the attached and incorporated Exhibit A, which lists the scope of services relating to the Lake Helena Improvement Project.
3. INDEPENDENT CONTRACTOR: The parties agree that CONSULTANT is an independent contractor of the COUNTY and not an employee or agent of the COUNTY and is not entitled to workers compensation or any benefit of employment with the COUNTY. The COUNTY will not have control over the performance of this agreement by the CONSULTANT or its employees, except to specify the time and place of performance. The COUNTY will not be responsible for security or protection of the CONSULTANT'S supplies or equipment.
4. WARRANTY: The CONSULTANT will perform all services in a professional manner. CONSULTANT will hold harmless the COUNTY from any loss or damage resulting from the actions of the CONSULTANT in those phases of the project to which this agreement applies. CONSULTANT acknowledges that it will be liable for any breach of this warranty.
5. LIAISON: The COUNTY's designated liaison with the CONSULTANT is Jenny Chambers, Public Works Director or their designee. The CONSULTANT's designated liaison with the COUNTY is Karl Yakawich, Business Unit Manager.
6. EFFECTIVE DATE AND TIME OF PERFORMANCE: The CONSULTANT will commence work upon approval of this Contract by both parties and shall complete the described work by April 30, 2025.
7. COMPENSATION: For the satisfactory completion of the services described in Exhibit A the COUNTY will pay the CONSULTANT time and materials for a total sum not to exceed One Hundred Ninety-seven Thousand Two Hundred Dollars (\$197,200). CONSULTANT shall submit monthly invoices to the COUNTY based on Exhibit B, Schedule of Billing Rates. The COUNTY shall pay invoices within 30 days of invoice date.
8. CONFLICT OF INTEREST: The CONSULTANT covenants that it presently has no

interest and will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further covenants, that in performing this Contract, it will employ no person who has any such interest.

9. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONSULTANT may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of the COUNTY. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.
10. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by the CONSULTANT pursuant to this Contract are the property of the COUNTY which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the COUNTY.
11. INDEMNIFICATION: CONSULTANT and the COUNTY shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses, including reasonable attorneys' fees, related to or arising out of their respective intentional malfeasance or negligent performances in connection with the work described in this Contract.
12. INSURANCE: CONSULTANT shall maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate. CONSULTANT also shall maintain workers compensation insurance. Both general liability and workers compensation insurance must be from an insurance carrier licensed to do business in the State of Montana. CONSULTANT agrees to furnish proof of insurance to the COUNTY prior to commencing work under this agreement. The COUNTY must be listed as an additional insured on the general liability insurance certificate for this agreement. Insurance certificates will be attached to this agreement.
13. COMPLIANCE WITH LAWS: CONSULTANT shall comply with all federal, state, and local laws, rules and regulations.
14. NONDISCRIMINATION: The CONSULTANT will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or sexual orientation.
15. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this

contract is in Lewis and Clark County of Montana and venue for any litigation arising from performance of this contract is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.

16. ATTORNEY FEES: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.
17. TERMINATION: Either party may terminate this agreement upon thirty (30) days written notice to the other party. In the event of termination, the CONSULTANT will be compensated for services performed prior to termination. This does not include any compensation for anticipated profit on the value of services not performed.

COUNTY:

CONSULTANT:

Date: \_\_\_\_\_

Date: 4/17/2024

\_\_\_\_\_  
Andy Hunthausen, Chair  
Board of County Commissioners  
Lewis and Clark County

Karl Yakawich  
Karl Yakawich, Business Unit Manager  
Great West Engineering, Inc.

State of Montana

County of Lewis and Clark County

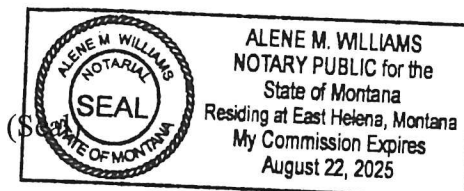
ATTEST:

\_\_\_\_\_  
Amy Reeves, Clerk and Recorder

This instrument was acknowledged before me on 4/17/24 [date] by Karl Yakawich as Business Unit Manager of Great West Engineering, Inc.

(Seal)

Alene M. Williams  
Signature of Notarial Officer





## **EXHIBIT A SCOPE OF SERVICES LEWIS & CLARK COUNTY LAKE HELENA DRIVE IMPROVEMENTS**

### **GENERAL**

The project will consist of providing engineering services related to improving 2.9 miles of Lake Helena Drive in Lewis & Clark County, Montana. The project limits extend from Deal Lane to the end of the asphalt pavement near the Causeway Chalet. The area of road reconstruction is from Deal Lane to the Causeway Bridge (1.9 miles). Minor changes to the horizontal alignment may be required to facilitate widening and minimize right-of-way acquisition. The area of road re-surfacing is from the Causeway Bridge to the end of pavement, just north of the Causeway Chalet (1.0 mile).



The following subconsultants will support the Great West design team:

- SK Geotechnical

The project will be designed in English units using Autodesk Civil 3D for road design deliverables. Project design direction included in the scoping meeting includes the following:

- Lewis and Clark County Road Standards – Typical Section #3
- Roadway top width: 28-ft to 32-ft
- Ditch: Depth of less than 36 inches may be considered to minimize R/W encroachment
- Guardrail with 2:1 or steeper fill slopes will be evaluated

Great West to provide project management throughout each task of the project.

### **TASK 1: SITE SURVEY**

- Prepare Right-of-Entry forms for (approximately 20) landowners on the project. After approval by the County, these agreements will be mailed with Certified

Letters to the landowners for execution. Separate site visits to meet with the landowners are not included.

- Conduct a control and topographic field survey using RTK GPS to locate and define the existing road profile, cross drains, and utilities within the project extents. The survey will collect overhead and underground utility information based on locates called in prior to the survey. Readily visible right-of-way (R/W) monuments will also be surveyed. All collected data (RTK) will be processed to Montana State Plane, NAD83 (2011) NAVD88 in horizontal and vertical units of international feet. The topographic survey will not define property boundaries. High-resolution aerial imagery will be captured using a UAV (DJI Mavic 2 Pro).
- Complete an informal field review and approximation of wetland limits (“windshield” assessment) to include the approximate wetland extents in the Concept Design Review plans. A brief memo summarizing the preliminary wetland assessment will be prepared.
- A pickup survey is included (up to 16 hours of survey time with one person & GPS equipment) to collect additional data such as borings locations, wetlands, drainage features, or topographic data.
- Survey data will be used to create an existing basemap in Autodesk Civil 3D.
- The County will provide estimated easement or R/W limits after reviewing deed and COS’s along the route. A future phase will retrace the existing R/W.

## **TASK 2: DRAINAGE ASSESSMENT & RECOMMENDATIONS**

- Complete Irrigation Study Report:
  - Obtain Bureau of Reclamation (BOR) data, DNRC Water Resource Maps, and Irrigation District maps of the irrigation systems and review historical ditch routes, flow directions, and areas irrigated.
  - One onsite meeting with the BOR and two additional meetings with individual irrigators are included in this scope (3 meetings total). Each meeting is budgeted for (2) hours.
  - Hydraulic Engineer to complete a site visit to inventory the location, size, and condition of irrigation and drainage ditches. Obtain two (2) representative photographs of each irrigation feature. Inventory will be completed using ESRI Field Maps.
  - Prepare detailed inventory of irrigation facilities and summarize in a spreadsheet-type database. Include items such as facility type, location, size, ownership, acreage served, water rights and plan of action.
  - Prepare an exhibit (up to (3) 11x17 sheets) of the irrigation systems along Lake Helena Drive.
  - Draft an Irrigation Study report documenting the inventory, analysis, and recommendations. The report is estimated to be (5) pages long, excluding appendices.
- Complete Preliminary Drainage Report:
  - Review 2009 Preliminary Engineering Report for Lake Helena Drive for information on existing and proposed drainage features.



- Interview Lewis and Clark County maintenance personnel to identify area(s) requiring regular maintenance due to drainage.
- Hydraulic Engineer to complete a site visit to inventory the location, size, and condition of drainage infrastructure (culverts and ditches). Obtain two (2) representative photographs of each irrigation feature. Inventory will be completed using ESRI Field Maps. (This site visit trip will be performed concurrently with site visit for irrigation infrastructure).
- Delineate existing drainage basins and identify existing drainage flow paths. Calculate peak flows for the existing crossings using an appropriate methodology (TR-55 or Rational Method).
- Utilize HY-8 to design proposed culverts to meet County Standards.
- Pipe service life computations using soil resistivity and pH will not be completed as part of this preliminary design phase. Culverts will be designed as Corrugated Steel as a preliminary assumption.
- Evaluate whether any permanent erosion and sediment control is required for the roadside ditches or intercepted drainages.
- Prepare an exhibit (up to (3) 11x17 sheets) of the drainage features and existing drainage patterns along Lake Helena Drive.
- Prepare and submit the Preliminary Drainage Report, which will document the hydrologic analysis, culvert hydraulic analysis, and ditch drainage considerations.

### **TASK 3: PRELIMINARY GEOTECHNICAL SERVICES**

- This Activity will be completed by SK Geotechnical. Refer to their attached Scope of Services. Traffic Control will be performed by SK Geotechnical subconsultant.

### **TASK 4: CONCEPTUAL ROADWAY DESIGN**

The intent of the conceptual roadway design task is to identify preliminary right-of-way (R/W) acquisition locations and optimize the alignment and profile to minimize acquisition. The task includes a collaborative meeting with the County to review the roadway design obstacles in Autodesk Civil 3D.

- Initiate preliminary horizontal and vertical alignment design for the area of road reconstruction. Preliminary design will focus on matching the existing horizontal alignment with minor changes to facilitate widening, improve roadway geometrics, and minimize R/W acquisition.
  - Three primary roadway segments are anticipated to be evaluated.
    1. South Segment: 0.5-miles: Deal Lane to Fox Trot Drive, shown in red on the next page.
    2. Middle Segment: 0.75-miles: Fox Trot Drive to Cedar Valley Road, shown in green on the next page.
    3. North Segment: 0.6-miles: Cedar Valley Road to Causeway Bridge, shown in orange on the next page.
  - Develop initial conceptual recommendations for the area of road re-

surfacing from the Causeway Bridge to the Chalet (1.0-miles).  
Realignment and roadside grading are not anticipated.



*The segment from the Causeway to the Chalet will not be evaluated until future phases of the project.*

- Identify R/W constraints and countermeasures to minimize encroachment.
- Evaluate potential intersection geometric and grade improvements at Cedar Valley Drive.
- Prepare preliminary typical sections.
- Develop roadway horizontal and vertical alignment options for up to two mainline alignment alternatives.
- Develop recommendations for pedestrian safety improvements at the causeway.
- Develop road re-surfacing recommendations for the segment north of the Causeway bridge (e.g. full depth replacement, mill & overlay with digouts, etc).
- Develop approximate construction limits for alignment options.
- Develop cost estimates for each alignment alternative. The cost estimates will be very approximate and will only consider the major cost items such as earthwork, aggregate, pavement, retaining walls, reinforced earth slopes, and right-of-way acquisition costs.
- Develop brief Pros & Cons summary for each alternative.
- Facilitate and attend a Concept Design Review meeting with County staff to review preliminary roadway designs. The review will be done with a demonstration using Civil 3D to compare the two different alternatives interactively. Plans and exhibits will not be produced for this meeting.
- Prepare meeting minutes to document discussions and decisions. It is assumed that a preferred alternative will be selected at the meeting or shortly after. The preferred alternative will be advanced in more detail in subsequent design tasks.

#### **TASK 5: 30% ROADWAY DESIGN**

The intent of the 30% roadway design task is to advance the selected alternative from Task 4 to a 30% design level, prepare a preliminary plan set and cost estimate, and



identify right-of-way (R/W) acquisition needs. Typical section recommendations or upgrades will also be completed on the segment of roadway from the Causeway Bridge to the Chalet. The task includes an in-person meeting with the County to review the deliverables.

- Refine the preliminary alignment and profile based on the selected alternative and comments received from the Concept Design Review.
- Develop typical sections for the road reconstruction and re-surfacing areas including recommended pavement sections by SK Geotechnical.
- Design preliminary alignments and profiles for intersecting public roads to determine the extent of approach reconstruction.
- Calculate earthwork quantities associated with road work. Shrink & swell factors will be determined by SK Geotechnical.
- Detour options or plans are not proposed. The County intends to maintain one lane of construction traffic during construction.
- Prepare 30% Design Plans consisting of the following estimated sheets:
  1. 1 – Title
  2. 1 – Legend, Abbreviations, & Notes
  3. 1 – Overall Site Plan
  4. 1 – Estimated Quantities
  5. 3 – Typical Section sheets
  6. 14 – Plan & Profile sheets (1" = 100' scale)
  7. 45 – Cross Section sheets (100' O.C.)
  8. 1 – Mass Diagram
- Prepare preliminary construction cost estimate.
- Prepare an Existing Road Sign Inventory.
- Prepare a list of preliminary right-of-way acquisition areas for each landowner.
- Facilitate and attend an in-person design review meeting with County staff. Three members of the consultant team will attend in-person.
- Prepare meeting minutes to document discussions and decisions.

#### **TASK 6: PRELIMINARY BRIDGE**

- Review the latest MDT inspection reports and as-built data.
- Complete a site visit at the Causeway Bridge site to evaluate short term repairs (work items) and long-term replacement concepts. Assumes boat access is not required.
- Provide recommendations in brief memo format addressing the following:
  - Overall condition assessment
  - Short term repair recommendations with estimated time frames and costs.
  - Long term replacement considerations and recommendations.
  - Consider the addition of a pedestrian lane on the north side of the structure.
  - Provide opinion of probable costs.



- Develop an exhibit showing a conceptual pedestrian bridge plan for the causeway bridge.

#### **TASK 7: PUBLIC INVOLVEMENT**

To be scoped after 30% design phase

#### **TASK 8: FINAL DESIGN**

To be scoped after 30% design phase

#### **SERVICES EXCLUDED**

- Legal survey work required to locate, set, or reset property monuments.
- Final design plans and project specifications, as well as bidding and construction management/inspection services are excluded from this scope of services.
- Project permitting services.
- Construction contract administration.

#### **COMPENSATION FEE SCHEDULE**

This cost ceiling will not be exceeded without prior authorization from the Owner. Actual costs are determined by the Schedule of Rates attached herewith. The estimated cost for each task is as indicated below.

<b>TASK</b>	<b>ESTIMATED MAXIMUM COST</b>
1. Site Survey	\$ 35,200
2. Drainage Assessment and Recommendations	\$ 30,300
3. Preliminary Geotechnical Services	\$ 31,000
4. Conceptual Road Design	\$ 35,000
5. 30% Roadway Design	\$ 56,000
6. Preliminary Bridge Options	\$ 9,700
<b>Total</b>	<b>\$197,200</b>

#### **SCHEDULE FOR COMPLETION**

The field survey will be scheduled for April or May to minimize weather conflicts. 30% roadway design services are anticipated for completion by December 31, 2024, but will be contingent on conceptual roadway design conclusions.



**EXHIBIT B  
2024 SCHEDULE OF BILLING RATES**

	<u>Hourly Rate</u>
Clerical Support .....	\$79
Project Assistant .....	93
Project Coordinator .....	107
Project Specialist .....	137
Project Administrator.....	145
Certified Grant Writer 1 .....	151
Certified Grant Writer 2 .....	175
Environmental Scientist .....	153
Survey Specialist .....	126
GIS Specialist .....	125
Resident Project Representative 1 .....	151
Resident Project Representative 2 .....	165
Designer.....	130
Senior Designer .....	153
Planner I.....	133
Senior Planner .....	173
Senior Hydrogeologist.....	194
Assistant Project Manager .....	137
Engineering Tech.....	93
Engineer 1.....	137
Engineer 2.....	148
Engineer 3.....	153
Engineer 4.....	171-185
Engineer 5.....	196-207
Engineer 6.....	212-222

**Reimbursable Expenses** include but are not limited to:

Auto Mileage .....	\$.85/mile
Outside Consultants, Fees, Shipping, Supplies, Travel & Per Diem .....	1.10xcost

\*These rates are subject to periodic adjustment.



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- Budget Authority: **YES**      **NO**      **NOT APPLICABLE**
  - Is this a public works contract subject to prevailing wage requirements? “Public works contract” means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES**      **NO**
    - If YES, is project subject to \$50,000 performance and payment bond? **YES**      **NO**
  - Is project subject to 1% Contractor's Gross Receipts Tax\* (CGR)? **YES**      **NO**
    - **If YES, submit CGR form to Finance Department.**
  - Is this contract funded through a grant? **YES**      **NO**      **IF YES, COMPLETE NEXT PAGE.**
- Additional comments:

Signatures:

\_\_\_\_\_  
Elected Official/Department Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Officer or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Officer or Designee

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Signature:

---

Grants Administrator or Designee

---

Date

---

## **Administrative Use Only**

Date of debarment/suspension check in SAM

Passed: YES      NO

FFATA Reporting Needed? YES      NO

Reporting Period:



Right-of-Way Agreement for Applegate Road and Lincoln Road Intersection. (Dan Karlin)

Presented By:

Summary:

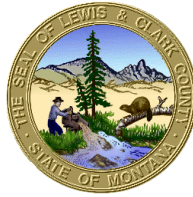
The Commissioners will consider the Right-of-Way Agreement to grant the Montana Department of Transportation 0.11 acres at the Applegate Road and Lincoln Road intersection for the sum of \$9,600.

Legal Review Required:

**ATTACHMENTS:**

Description		Type
<input type="checkbox"/>	Memo	Staff Report
<input type="checkbox"/>	ROW Agreement	Agreement





# LEWIS AND CLARK COUNTY

## Public Works Department

DATE: April 23, 2024

TO: Board of County Commissioners

FROM: Daniel Karlin, County Engineer

RE: Applegate Road Right of Way Agreement

The Montana Department of Transportation (MDT) began designing improvements to the Lincoln Road/Applegate Road intersection in 2019 as part of the Highway Safety Improvement Program (HSIP). The selected alternative is a roundabout and is rapidly moving toward final design. At this stage, MDT typically completes right-of-way acquisition before finalizing design elements. The legs of a roundabout stretch a minimum of 200 feet from the circulation lane and, in some cases, up to 500 feet. In this instance, the north leg improvements will stretch nearly to the gate of our Applegate gravel pit to accommodate roadway tapers and drainage improvements.

Before you today is a Right of Way Agreement to grant MDT the necessary right-of-way to complete the improvements. If executed, this document obligates the County to transfer 0.11 acres of county property to MDT for use as right-of-way in order to complete the HSIP project. In exchange for the land, MDT will pay the County \$9,600 as compensation.

### Recommendation:

Staff recommends approving the right-of-way agreement, authorizing the chair to sign. We further recommend that the funds from the sale be deposited into the road infrastructure fund upon receipt.



MDT-ROW-200

Rev. 04/2023

Page 1 of 3

**Montana Department of Transportation**  
(hereinafter referred to as State, Department, Grantee, and/or MDT)  
**Right-of-Way Agreement**

SF-169 Lincoln Applegate Intx  
**Designation**

Lewis & Clark  
**Montana County**

**PE Project ID:** HSIP-G 5826(1)

**R/W Project ID:** HSIP 5826(3)

**Uniform Project No.:** 9188-003

Parcel	From Station	To Station	QtrQtr, Tract, COS #, Etc.	Section	Township	Range
20	1213+50 RT	1215+10 RT	A tract of land in COS 284576 in US Gov't Lot 4	18	11N	3W

**List Names & Addresses of the Grantors**  
(Contract Purchaser, Contract Seller, Lessee, etc.)

Lewis & Clark County, Montana  
316 N. Park Avenue  
Helena, MT 59623

- In consideration of the payments set forth herein and the specific agreements to be performed by the parties hereto and written in this agreement, the parties bind themselves to the terms and conditions stated herein. No verbal representations or agreements shall be binding upon either party. This agreement is effective upon execution by the Acquisition Manager or a designated representative, and possession of the property is granted to the Department when it sends the payment(s) agreed to below. Grantors certify that any encumbrances on the property are shown on this agreement. If Grantors sell their remaining property prior to the highway project being constructed, Grantors agree to provide the Purchaser(s) with a copy of this entire Right-of-Way Agreement and agree to make the sale of their remaining property subject to all the terms and conditions contained in this Right-of-Way Agreement. The grantors contract that they will, on Department's request, execute deeds and/or easements required by Department for all real property agreed to be conveyed by this agreement.
- COMPENSATION FOR LAND AND IMPROVEMENTS (list acreage and improvements to be acquired.)  
  
0.11 ac of land by deed \$9,570.00
- OTHER COMPENSATION  
  
Rounding \$30.00
- TOTAL COMPENSATION (includes all damages to the remainder): \$9,600.00
- IT IS UNDERSTOOD AND AGREED THE STATE SHALL MAKE PAYMENTS AS FOLLOWS:  
The undersigned grantors hereby authorize and instruct the State of Montana, Department of Transportation (MDT) to pay the entire consideration of \$9,600.00 to Lewis & Clark County, Montana, 316 N. Park Avenue, Helena, MT 59623. The undersigned owners of the premises described herein hereby agree a single payment shall constitute full, total, and complete payment for all interest owned and to be conveyed by the undersigned in compliance with the terms of this instrument. Any allocation of payment between undersigned grantors will be negotiated independent of MDT. Payment will be made as follows:

- ☒ A warrant mailed to the address above.  
☐ Direct deposit per the information on the W-9.

Normal payment processing time is 4-6 weeks.

6. It is understood and agreed at no expense to the Grantor, the State will construct the fencing (including gates) listed below. It is further understood and agreed that a closure will be maintained at all times during the construction of the fence and the Grantor grants permission to the State to enter upon their property where necessary for the purpose of constructing fence as follows:

A.	Station 1213+50 to Station 1215+10	Build 4' barb wire fence with metal posts (Type 4BM)	RT	SOP
----	------------------------------------	--	----	-----

Gates:

B.	Station 1213+86	Build (2) 12' Metal Farm Entrance Gate (Type G-3)	RT	SOP
----	-----------------	---	----	-----

Said fence & gates shall become the property of the Grantor and MDT will not be responsible for maintenance and/or repair of said fence.

7. Permission is hereby granted the State to enter upon the Grantor's land, where necessary and for the purpose described as follows:

A.	Station 1213+86	Construct private approach	RT	SOP
----	-----------------	----------------------------	----	-----

It is understood and agreed by the parties hereto that the location of these approaches is subject to adjustment at the time of construction to achieve the best physical location for said approaches. Adjustments exceeding 15' from the specified location require concurrence of the Grantors.

Grantor shall maintain, at his sole expense, all approaches identified in this agreement. Grantor further agrees to conduct maintenance activities in a prudent manner providing for the safe and continued operation of thru traffic on the highway. Physical changes in size or location or the change in use of these approaches cannot be made without first obtaining an approved approach permit from the Montana Department of Transportation.

All drainage facilities within the existing right-of-way/easement associated with these approaches, i.e., approach culverts, drainage ditches, will be maintained by MDT. MDT will not maintain any drainage facilities installed solely for the perpetuation of private irrigation waters.

8. This agreement, upon execution by an agent of the Department of Transportation and presentation to the owner so designated, constitutes a written offer of compensation in the full amount of the determined value, a summary of the property and property rights being acquired and agreement that possession of the property is granted to the Department when it sends the payment(s).

---

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN:

**Grantors' Statement:** We understand that we are required by law to provide our correct taxpayer identification number(s) to the Montana Department of Transportation and that failing to comply may subject us to civil and criminal penalties. We agree to provide our correct taxpayer identification number(s) by submitting a completed and signed W-9 or W-8 form. We further agree to provide MDT with a completed and signed W-9 or W-8 from all persons and/or entities receiving payments by assignment from us in this agreement. We further agree and authorize MDT to process the payments outlined in this agreement by withholding a percentage of the payments, if required by the IRS, if we fail to submit the W-9 or W-8 forms within 30 days of signing this agreement.

X

Signature: Lewis &amp; Clark County

Date

X

**Recommended for Approval:****Approved for and on Behalf of Department**

R/W Agent: Amber Brandt

Date

NSOP Items Approved, if Applicable

Date

R/W Supervisor: Brandon Olds

Date

Acquisition Manager: Bob Heiser

Date



Approval of Realty Transfer Certificate with the Montana Department of Transportation. (Dan Karlin)

Presented By:

**Summary:**

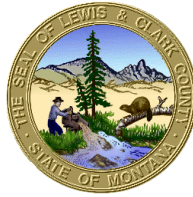
The Commissioners will consider approving the Realty Transfer Certificate to transfer 0.11 acres of property to the Montana Department of Transportation for use as right-of-way to complete the Highway Safety Improvement Program roundabout project at Applegate Road and Lincoln Road.

Legal Review Required:

**ATTACHMENTS:**

Description	Type
□ Memo	Staff Report
□ Realty Transfer Certificate	Agreement
□ Bargain and Sale Deed	Agreement





# LEWIS AND CLARK COUNTY

## Public Works Department

DATE: April 23, 2024

TO: Board of County Commissioners

FROM: Daniel Karlin, County Engineer

RE: Bargain and Sale Deed, and Realty Transfer Certificate to MDT

The Montana Department of Transportation (MDT) began designing improvements to the Lincoln Road/Applegate Road intersection in 2019 as part of the Highway Safety Improvement Program (HSIP). The selected alternative is a roundabout and is rapidly moving toward final design. At this stage, MDT typically completes right-of-way acquisition before finalizing design elements. The legs of a roundabout stretch a minimum of 200 feet from the circulation lane and, in some cases, up to 500 feet. In this instance, the north leg improvements will stretch nearly to the gate of our Applegate gravel pit to accommodate roadway tapers and drainage improvements. The board previously considered a Right of Way Agreement to grant MDT the necessary right-of-way to complete the improvements.

Before you today are two more documents that are necessary to complete the transfer of property: a Bargain and Sale Deed, and a Realty Transfer Certificate. If executed, these documents will formally transfer 0.11 acres of county-owned property to MDT for use as right-of-way in order to complete the HSIP project.

Staff recommends approving the Bargain and Sale Deed and Realty Transfer Certificate and authorizing the chair to sign.

REALTY TRANSFER CERTIFICATE

Confidential Tax Document

The information contained in this certificate is confidential by Montana law. Unauthorized disclosure of this information is a criminal offense.

GEOCODE(S) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ASSESSMENT CODE: \_\_\_\_\_

The Department of Revenue will change the name on ownership records used for the assessment and taxation of real property when this form is fully and accurately completed and signed. (Please read the attached instructions on page 1 for assistance in completing and filing this form).  
**Montana law requires this form be completed and may impose up to a \$500 penalty for failure to file a Realty Transfer Certificate (15-7-304, 305 and 310, MCA)**

PART 1 – DATE OF TRANSFER (SALE)

\_\_\_\_\_(MM/DD/YYYY)

PART 2 – PARTIES

Please complete this section in full; if additional space is required, please attach a separate page

Seller (Grantor)

Name Lewis & Clark County, Montana  
Mailing Address 316 N. Park Ave  
(Permanent) \_\_\_\_\_  
City Helena ST MT Zip 59623  
Seller Principal Residence ☐ Yes ☒ No

List the last 4 digits of the SSN or FEIN

SSN 000 - 00 - \_\_\_\_\_  
SSN 000 - 00 - \_\_\_\_\_  
FEIN 00 - 000  
Daytime Phone \_\_\_\_\_

Buyer (Grantee)

Name Montana Department of Transportation  
Mailing Address 2701 Prospect Avenue  
(Permanent) \_\_\_\_\_  
City Helena ST MT Zip 59620  
Buyer Principal Residence ☐ Yes ☐ No  
Mailing Address \_\_\_\_\_  
For Tax Notice \_\_\_\_\_  
(If different) City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

SSN 000 - 00 - \_\_\_\_\_  
SSN 000 - 00 - \_\_\_\_\_  
FEIN 00 - 000 2402  
Daytime Phone \_\_\_\_\_

Transfer to Trustee, Custodian, or other Representative:  
Trust FEIN 00 - 000  
Minor SSN 000 - 00 - \_\_\_\_\_

Main Geocode \_\_\_\_\_  
Assessor Code or Parcel # \_\_\_\_\_

PART 3 – PROPERTY DESCRIPTION

Please complete fully; if additional space is required, please attach a separate page

Legal Description A tract of land in in COS 284576 in US Gov't Lot 4 containing 0.11 ac Attachment ☒  
Add/Sub \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_  
County Lewis & Clark City/Town Helena Section 18 Township 11N Range 3W

PART 4 – DESCRIPTION OF TRANSFER

Please complete fully, more than one may apply.

☒ Sale ☐ Gift ☐ Barter ☐ Nominal or No Consideration ☐ Part of 1031 or 1033 exchange  
☐ Transfer is subject to a reserved life estate ☐ Beneficiary deed  
Distressed sales: ☐ Sheriff's deed ☐ Trustee's deed ☐ Deed in lieu of foreclosure ☐ Short sale ☐ Other

Transfer by Operation of Law

☐ Termination of joint tenancy by death ☐ Termination of life estate by death ☐ Court order or decree (except sheriff's sale) ☐ Merger, consolidation, or other business entity reorganization

PART 5 – EXCEPTIONS FROM PROVIDING SALES PRICE INFORMATION

Please complete fully, more than one may apply

☐ Gift ☐ Termination of life estate by death  
☐ Transfer in contemplation of death without consideration ☐ Transfer pursuant to court decree (except sheriff's sale)  
☐ Transfer between husband/wife or parent/child for nominal consideration ☐ Tax deed  
☐ Transfer of property of the estate of a decedent ☐ Merger, consolidation or reorganization of business entity  
☒ Transfer by government agency ☐ Land eligible for timberland/forestland classification (15-44-103, MCA)  
☐ Correction, modification, or supplement of previously recorded instrument, no additional consideration ☐ Land eligible for agricultural classification (15-7-201, MCA)  
☐ Termination of joint tenancy by death ☐ Transfer to a revocable living trust  
☐ Other (Specify Type) \_\_\_\_\_

PART 6 – SALE PRICE INFORMATION

Please complete fully, more than one may apply

Actual Sale Price \$ \_\_\_\_\_ Value of good will included in sale \$ \_\_\_\_\_  
Financing: ☐ Cash ☐ FHA ☐ VA ☐ Contract ☐ Other Was an SID payoff included in the sale price? ☐ Yes ☐ No  
Terms: ☐ New loan OR ☐ Assumption of existing loan Did the buyer assume an SID? ☐ Yes ☐ No  
Value of personal property included in sale \$ \_\_\_\_\_ Amount of SID paid or assumed: \$ \_\_\_\_\_  
Value of inventory included in sale \$ \_\_\_\_\_ Was a mobile home included in the sale? ☐ Yes ☐ No  
Value of licenses included in sale \$ \_\_\_\_\_

PART 7 – WATER RIGHT DISCLOSURE - This Disclosure is only applicable to the property identified in PART 3 above

☐ A. Property is served by a public water supply, i.e., city, irrigation district, or water district provides water. ☒ B. Seller has no water rights on record with DNRC to transfer. ☐ C. Seller is transferring ALL water rights on record with DNRC to the Buyer. ☐ D. Seller is dividing or exempting (reserving) water rights. Seller must file Water Right Update form.

Seller (Grantor) Signature X Date X

PART 8 – PREPARER INFORMATION

Preparer's signature is required

Name/Title Amber Brandt - R/W Specialist (please print) Signature \_\_\_\_\_  
Mailing Address PO Box 1359 Daytime Phone (406) 454-5938  
City Great Falls ST MT Zip 59403

Clerk and Recorder Use Only

Recording Information: Document # \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ Date \_\_\_\_\_



REALTY TRANSFER CERTIFICATE

Confidential Tax Document

The information contained in this certificate is confidential by Montana law. Unauthorized disclosure of this information is a criminal offense.

GEOCODE(S) \_\_\_\_\_  
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Seller (Grantor)

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Mailing Address 316 N. Park Ave  
(Permanent) \_\_\_\_\_  
City Helena ST MT Zip 59623  
Seller Principal Residence ☐ Yes ☒ No



Buyer (Grantee)

Name Montana Department of Transportation  
Mailing Address 2701 Prospect Avenue  
(Permanent) \_\_\_\_\_  
City Helena ST MT Zip 59620  
Buyer Principal Residence ☐ Yes ☐ No  
Mailing Address \_\_\_\_\_  
For Tax Notice \_\_\_\_\_  
(If different) City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_



Main Geocode \_\_\_\_\_  
Assessor Code or Parcel # \_\_\_\_\_

PART 3 – PROPERTY DESCRIPTION Please complete fully; if additional space is required, please attach a separate page

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\_\_\_\_\_  
Add/Sub \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_  
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PART 4 – DESCRIPTION OF TRANSFER Please complete fully, more than one may apply.

☒ Sale ☐ Gift ☐ Barter ☐ Nominal or No Consideration ☐ Part of 1031 or 1033 exchange  
☐ Transfer is subject to a reserved life estate ☐ Beneficiary deed  
Distressed sales: ☐ Sheriff's deed ☐ Trustee's deed ☐ Deed in lieu of foreclosure ☐ Short sale ☐ Other  
Transfer by Operation of Law  
☐ Termination of joint tenancy by death ☐ Termination of life estate by death ☐ Court order or decree (except sheriff's sale) ☐ Merger, consolidation, or other business entity reorganization

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☐ Transfer in contemplation of death without consideration ☐ Transfer pursuant to court decree (except sheriff's sale)  
☐ Transfer between husband/wife or parent/child for nominal consideration ☐ Tax deed  
☐ Transfer of property of the estate of a decedent ☐ Merger, consolidation or reorganization of business entity  
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☐ Correction, modification, or supplement of previously recorded instrument, no additional consideration ☐ Land eligible for agricultural classification (15-7-201, MCA)  
☐ Termination of joint tenancy by death ☐ Transfer to a revocable living trust  
☐ Other (Specify Type) \_\_\_\_\_

PART 6 – SALE PRICE INFORMATION Please complete fully, more than one may apply

Actual Sale Price \$ \_\_\_\_\_ Value of good will included in sale \$ \_\_\_\_\_  
Financing: ☐ Cash ☐ FHA ☐ VA ☐ Contract ☐ Other  
Terms: ☐ New loan OR ☐ Assumption of existing loan  
Value of personal property included in sale \$ \_\_\_\_\_ Was an SID payoff included in the sale price? ☐ Yes ☐ No  
Value of inventory included in sale \$ \_\_\_\_\_ Did the buyer assume an SID? ☐ Yes ☐ No  
Value of licenses included in sale \$ \_\_\_\_\_ Amount of SID paid or assumed: \$ \_\_\_\_\_  
Was a mobile home included in the sale? ☐ Yes ☐ No

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☐ A. Property is served by a public water supply, i.e., city, irrigation district, or water district provides water. ☒ B. Seller has no water rights on record with DNRC to transfer. ☐ C. Seller is transferring ALL water rights on record with DNRC to the Buyer. ☐ D. Seller is dividing or exempting (reserving) water rights. Seller must file Water Right Update form.

Seller (Grantor) Signature X Date X

PART 8 – PREPARER INFORMATION Preparer's signature is required

Name/Title Amber Brandt - R/W Specialist (please print) Signature \_\_\_\_\_  
Mailing Address PO Box 1359 Daytime Phone (406) 454-5938  
City Great Falls ST MT Zip 59403

Clerk and Recorder Use Only

Recording Information: Document # \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ Date \_\_\_\_\_



# Montana Department of Transportation

MDT-ROW-520 Rev. 11/22

## Bargain and Sale Deed

Page 1 of 2

R/W ID.: HSIP 5826(3) Parcel No.: 20 County: Lewis and Clark  
Designation: SF-169 Lincoln Applegate Intx.  
Project No.: 9188-003-000

**This Deed**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration now paid, the receipt of which is acknowledged, **witnesses that,**

Lewis and Clark County, Montana  
316 North Park Avenue  
Helena, MT 59623

does hereby **grant, bargain, sell** and **convey** to the **Montana Department of Transportation** the following-described real property:

Parcel No. 20 on Montana Department of Transportation Project HSIP 5826(3), as shown on the Right-of-Way plan for said project recorded in the office of the County Clerk and Recorder of Lewis and Clark County, Montana. Said parcel is also described as a tract of land within the Certificate of Survey filed under Document No. 284576 situated in U.S. Government Lot 4 of Section 18, Township 11 North, Range 3 West, P.M., M., Lewis and Clark County, Montana, as shown by the shaded area on the plat, consisting of 1 sheet attached hereto and made a part hereof, containing an area of 0.15, more or less.



**Excepting and reserving to Grantor(s)**, however, all gas, oil and minerals beneath the surface of the above-described and conveyed premises, together with the right to extract the same, provided that in the exercise of such right, the surface thereof shall not be disturbed, interfered with or damaged. This exception and reservation does not include sand, gravel and other road building materials, which are conveyed by this Deed.

**Further excepting and reserving** unto the Grantor(s), its successors and assigns, all water, water rights, ditches, canals, irrigation systems, existing or as relocated, if any, including but not limited to, water stock or shares, bonds, certificates, contracts and any and all other indicia of water, water right and ditch ownership, or any interest therein appurtenant to the land described therein, save and except groundwater for the use, benefit and purposes of the Grantee(s).

**To have and to hold** the above-described and conveyed premises, with all the reversions, remainders, tenements, hereditaments and appurtenances thereto, unto the Montana Department of Transportation, and to its successors and assigns forever.

**This Deed** was executed on the date of its last acknowledgment.

X

\_\_\_\_\_

(Signature)

as

X

\_\_\_\_\_

(Type of Authority)

of

X

\_\_\_\_\_

(Name of Entity)

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

Notary

This instrument was acknowledged before me on \_\_\_\_\_  
(date)

by \_\_\_\_\_  
(name of person(s))

as \_\_\_\_\_  
(type of authority, e.g., president, trustee, member, partner, etc.)

of \_\_\_\_\_  
(name of entity on behalf of whom instrument was executed)

(Seal)

\_\_\_\_\_  
Notary Signature Line

\_\_\_\_\_  
Notary Printed Name

Notary Public for State of \_\_\_\_\_

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_

Recording Information

STATE	RIGHT OF WAY	SHEET	TOTAL
MONTANA		NO.	SHEETS
R/W ID.	HSIP 5826(3)		
PROJECT NO.	9188-003-000		

SF-169 LINCOLN APPLGATE INTX

SEE SHEET 4

SE<sup>4</sup> SE<sup>4</sup>  
SEC. 13

P.O.T. 1210+09.64 IS N2°30'37"E  
19.53' FROM THE SE CORNER  
OF SECTION 13. (FND. MON.)

P.O.T. 1210+09.64 IS S2°30'37"W  
2659.75' FROM THE E1/4 CORNER  
OF SECTION 13. (FND. A.C.)

TRACT E  
DOC. NO. 272914

1215+00



1211+00.00 R/W  
60'

1212+00.00 R/W  
40'

1215+00.00 R/W  
40'

1216+00.00 R/W  
32.03'-R/W=EX. EASE.

EX. EASE.

APPLGATE DRIVE

N 2° 22' 00" E

T 11 N, R 4 W  
T 11 N, R 3 W

60'

N 2° 22' 00" E

N 13° 30' 18" E

EX. EASE.

PC 723+05.30

P1 = 723+50.04  
R = 723+94.62  
T = 44.74'  
L = 89.37'  
E = 1.38'

EX. EASE.

PRC 723+94.66

1210+25.50 R/W  
149.38' APPLGATE DR.=  
90° LINCOLN RD WEST

DOC. NO. 429986/O

U.S. GOVT.  
LOT 4  
SEC. 18

DOC. NO. 284576

PARCEL 20 ; SHEET 1 OF 1

THIS PLAT IS PREPARED FROM THE MONTANA DEPARTMENT OF TRANSPORTATION RECORDS AND IS UNCORRECTED.

IN THE OFFICE OF THE COUNTY CLERK AND RECORDER, OFFICIAL PLANS AND EXHIBITS CAN BE FOUND AT THE DEPARTMENT OF TRANSPORTATION, HELENA, MONTANA.

NOTES:

1. THE PROPOSED R/W LINE WHERE A SPIRAL RATHER THAN A CONCENTRIC CURVE.
2. ALL STATIONS AND OFFSETS FOR R/W BREAKS ARE IN REFERENCE TO THE R/W BASELINE.

GRID STATE PLANE COORDINATES

THIS IS A STATE PLANE COORDINATE PROJECT. ALL DIMENSIONS, DISTANCES AND AREAS ON THIS PROJECT ARE GRID, EXCEPT FOR THE EXISTING R/W WIDTH DIMENSION, WHICH IS RECORD.

THE COMBINATION SCALE FACTOR IS 0.99922803.

LEGEND

OWNERSHIP BOUNDARY  
RIGHT OF WAY LINE  
TRACT CENTERLINE  
FULL ACCESS CONTROL  
LIMITED ACCESS CONTROL

MONTANA DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY EXHIBIT  
LEWIS AND CLARK COUNTY  
SCALE 1"=20'  
0 20 40 60



Contract Between Lewis and Clark County and Eagle Electric, Inc. (Pam Attardo)

Presented By:

Summary:

The Commissioners will consider the contract with Eagle Electric, Inc. in the amount of \$5,487 for electrical work in the Unionville School. The contract begins upon approval by both parties through May 31, 2024.

Legal Review Required:

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Contract Cover Sheet Eagle Elec Unionville School	Contract
<input type="checkbox"/> Eagle Elec Contract with Ex A Unionville School	Contract



# CONTRACT COVER SHEET

*This form must be completed before the contract is transmitted to the contractor/consultant.*

*Include this completed form in Novus when submitting the contract for approval.*

*This form does not apply to grant awards, sub-awards, or intergovernmental agreements.*

- Project Name/Novus Title:
  - Standard Lewis and Clark County contract template used: **YES**      **NO**
    - Legal has completed review of agreement: **YES**      **NO**
  - Procurement method: **NOT APPLICABLE**      Explain in comment box
    - For methods other than Small Purchase – Quote, attach documentation of procurement method used (e.g., limited solicitation form or legal ad for formal solicitations).
  - Purchase is exempt/exception from standard procurement procedures, per county policy: **YES**      **NO**
    - **If YES, provide exemption/exception request form.**
- 
- Budget Authority: **YES**      **NO**      **NOT APPLICABLE**
  - Is this a public works contract subject to prevailing wage requirements? “Public works contract” means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES**      **NO**
    - If YES, is project subject to \$50,000 performance and payment bond? **YES**      **NO**
  - Is project subject to 1% Contractor's Gross Receipts Tax\* (CGR)? **YES**      **NO**
    - **If YES, submit CGR form to Finance Department.**
  - Is this contract funded through a grant? **YES**      **NO**      **IF YES, COMPLETE NEXT PAGE.**
- Additional comments:

Signatures:

\_\_\_\_\_  
Elected Official/Department Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Officer or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Officer or Designee

\_\_\_\_\_  
Date



# CONTRACT COVER SHEET

---

## **CONTRACTS FUNDED WITH GRANTS:**

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

**Include a copy of the grant/contract funding the contract.**

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES**      **NO**
  - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES**      **NO**
  - If YES, have these requirements been incorporated into the contract? **YES**      **NO**

## **For Contracts Funded with Federal Grants:**

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). This process requires contractors to provide their System for Award Management (SAM) Unique Entity Identifier (UEI). For assistance, see "Obtaining a federal UEI" guidance document on the Grants and Purchasing intranet page. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file.

## **Contractor's UEI:**

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, [amccauley@lccountymt.gov](mailto:amccauley@lccountymt.gov), 406-447-8383, City-County Building, Room 225

Signature:

---

Grants Administrator or Designee

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Date

---

## **Administrative Use Only**

Date of debarment/suspension check in SAM

Passed: YES      NO

FFATA Reporting Needed? YES      NO

Reporting Period:



## LEWIS AND CLARK COUNTY INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Lewis and Clark County, Montana, herein referred to as "COUNTY", and Eagle Electric, Inc. herein referred to as "CONTRACTOR", whose address is 1103 Enterprise Drive, P.O. Box 5324, Helena, MT 59604, phone number is (406) 442-8685, Contractor Registration Number is 35885, Federal Employee Identification Number is 81-0500835, and System for Award Management (SAM) Unique Entity Identifier (UEI) is D17GBPUBUGU1.

### THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: COUNTY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to complete and perform the following work or services:  
  
Obtain an electrical permit; install 100-amp panel, 13 interior outlets, 4 exterior outlets, 7 single-pole switches, 17 ceiling lights, 2 exterior lights; wire-in attic, including bell tower. All existing wiring shall be removed and replaced with code-compliant materials.
2. INDEPENDENT CONTRACTOR: It is understood by the parties hereto that the CONTRACTOR is an independent CONTRACTOR and that neither its principals nor its employees, if any, are employees of Lewis and Clark County for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to section 39-71-401, MCA, the CONTRACTOR has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder. COUNTY shall not have control over the performance of this agreement by CONTRACTOR or its employees, except to specify the time and place of performance. COUNTY shall not be responsible for security or protection of CONTRACTOR'S supplies or equipment.
3. WARRANTY: CONTRACTOR warrants that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty for a period of one (1) year from the time services are completed.
4. LIAISON: COUNTY'S designated liaison with the CONTRACTOR is Pam Attardo, Heritage Preservation Officer or their designee. The CONTRACTOR'S designated liaison with the COUNTY is Kris Brandt .
5. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR will begin work upon approval of this contract by both parties, and CONTRACTOR shall complete work by May 31, 2024.
6. COMPENSATION: For the satisfactory completion of the services to be provided under this Contract, COUNTY will pay the CONTRACTOR Five thousand four hundred eighty-seven dollars (\$5,487.00). Additionally, CONTRACTOR must withhold at least one thousand dollars (\$1,000.00) of the total contract price pursuant to section 18-2-404 (2), MCA, until the termination of this contract, but may not withhold more than five percent (5%) of the total

contract price pursuant to section 18-2-316, MCA, if the contractor is performing by the terms of this contract.

7. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest.
8. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of COUNTY. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.
9. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are the property of the COUNTY which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the CONTRACTOR. No material produced in whole or in part under this contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the COUNTY.
10. INDEMNIFICATION: The CONTRACTOR waives all claims and recourse against Lewis and Clark County, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR'S performance of this contract except for liability arising out of concurrent or sole negligence of Lewis and Clark County or its officers, agents or employees. Further, the CONTRACTOR will indemnify, hold harmless, and defend Lewis and Clark County against all claims, demands, damages, costs, expenses or liability arising out of the CONTRACTOR'S negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of Lewis and Clark County or its officers, agents or employees.
11. INSURANCE: CONTRACTOR shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000.00) for each occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate. CONTRACTOR also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to the COUNTY prior to commencing work under this agreement. The COUNTY must be listed as an additional insured on the general liability insurance certificate for this agreement. Insurance certificates will be attached to this agreement.



12. COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with applicable federal, state, and local laws, rules and regulations. The CONTRACTOR or subcontractors doing work on this project will be required to obtain registration with the Montana Department of Labor and Industry. CONTRACTOR is responsible for obtaining any and all permits required to perform the Contract. CONTRACTOR shall also comply with the applicable federal laws, rules, and regulations provided in **Exhibit A** of this agreement.
13. NONDISCRIMINATION: The CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or sexual orientation.
14. PREFERENCE: CONTRACTOR unequivocally agrees to give preference to the employment of bona fide Montana residents in compliance with MCA 18-2-403 (1). Pursuant to MCA 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the CONTRACTOR shall ensure that at least 50% of the workers of the contract (including workers employed by subcontractors) working on the project will be bona fide Montana residents.
15. SPECIAL FUEL TAX: *This Section only applies if the Contractor is doing work pertaining to a public road.* As stated in the Montana Codes Annotated (MCA) 15-70-403(8-9), fuels used by the CONTRACTOR and their subcontractor(s) in connection with any work performed under contracts pertaining to the construction, reconstruction, or improvement of a highway or street and its appurtenances awarded by any public agencies, including federal, state, county, municipal or other political subdivisions, must be fuel on which Montana fuel tax has been paid.
16. CONTRACTORS GROSS RECEIPTS TAX: All contractors or subcontractors working on a publicly funded project are required to pay or have withheld from earnings one percent (1%) of the gross contract price. This tax applies to public contracts of eighty thousand dollars (\$80,000.00) and above.
17. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: The parties understand and agree that performance of this contract is in Lewis and Clark County of Montana and that in the event of litigation concerning it, venue is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.
18. ATTORNEY FEES: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.
19. TERMINATION OF CONTRACT: Either party, upon thirty (30) days written notice to the other party, may terminate this agreement.

COUNTY:

CONTRACTOR:

Date: \_\_\_\_\_

Date: 4/18/2024

\_\_\_\_\_  
Andy Hunthausen, Chairman  
Board of County Commissioners  
Lewis and Clark County

Kris Brandt, President  
Kris Brandt, President, Eagle Electric, Inc.  
State of Montana  
County of Lewis+Clark

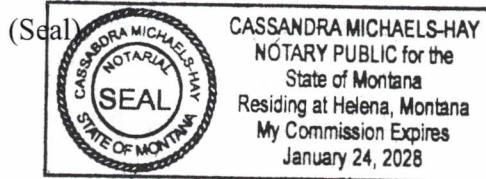
ATTEST:

This instrument was acknowledged before  
me on 04.18.2024 [date] by Kris Brandt  
as President of Eagle Electric, Inc.

\_\_\_\_\_  
Amy Reeves, Clerk and Recorder

[Signature]  
(Signature of Notarial Officer)

(Seal)



## EXHIBIT A

The contract to which this addendum is attached is made using federal assistance provided to Lewis and Clark County by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to the CONTRACTOR, as a contractor of Lewis and Clark County, according to the County's Award Terms and Conditions signed on June 15, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Equal Opportunity.** CONTRACTOR shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Minority and Women Business Enterprises.** CONTRACTOR hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, CONTRACTOR hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
  - a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
  - b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
  - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
  - d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
  - e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
  - f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

3. **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the CONTRACTOR is required to verify that none of CONTRACTOR's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).



The CONTRACTOR must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Lewis and Clark County. If it is later determined that the CONTRACTOR did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONTRACTOR agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended\***. CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. CONTRACTOR shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

\*Purchases over \$100,000 - CONTRACTOR must sign the certification on the last page of this exhibit.

5. **Access to Records**. The CONTRACTOR agrees to provide the Lewis and Clark County, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.

The CONTRACTOR agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

6. **Rights to Inventions Made Under a Contract or Agreement**. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)**. (Applies

**only to purchases over \$100,000, when laborers or mechanics are used.)** Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. **Clean Air Act & Federal Water Pollution Control Act. (applies to purchases of more than \$150,000.)** The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The CONTRACTOR agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Lewis and Clark County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE).** CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
- a. Procure or obtain;
  - b. Extend or renew a contract to procure or obtain; or
  - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

10. **Procurement of Recovered Materials:** (applies only if the work involves the use of materials). In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP4035 awarded to Lewis and Clark County by the U.S. Department of the Treasury."
12. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), CONTRACTOR is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.
13. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONTRACTOR is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
14. **Title VI of the Civil Rights Act of 1964 – Protections to persons with Limited English Proficiency.** The CONTRACTOR and any of the CONTRACTOR's sub-grantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22,

which are herein incorporated by reference and made a part of this contract or agreement.

15. **Drug-Free Workplace.** The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Governmentwide implementation (2 CFR §182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). By signing the application, the AOR agrees that the recipient will provide a drug-free workplace and will comply with the requirement to notify SAMHSA if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR § 182; HHS implementing regulations are set forth in 2 CFR § 382.400.
16. **Mandatory Disclosures.** Consistent with 45 CFR § 75.113, applicants and recipients must disclose in a timely manner, in writing to the COUNTY, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the COUNTY all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 45 CFR § 75.371 – Remedies for noncompliance, including suspension or debarment (see 2 CFR §§ 180 & 376 and 31 U.S.C. 3321).
17. **Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 CFR § 175.** The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:
  - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b) Procure a commercial sex act during the period of time that the award is in effect;
  - or,
  - c) Use forced labor in the performance of the award or subawards under the award.

*- This form is required only for purchases of more than \$100,000 -*

**31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of CONTRACTOR’s  
authorized official

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print name of person signing above)

\_\_\_\_\_  
(Print title of person signing above)





Contract Between Lewis and Clark County and Colton J. Johnson, Proprietor of Montana Tree Care. (Pam Attardo)

Presented By:

Summary:

The Commissioners will consider the contract with Colton Johnson, proprietor of Montana Tree Care in the amount of \$1,500 for removal of 3 trees at the Unionville School property. The contract begins upon approval by both parties through May 31, 2024.

Legal Review Required:

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Contract Cover Sheet MT Tree Care	Contract
<input type="checkbox"/> Contract with Ex A Montana Tree Care signed by Colton Johnson	Contract



# CONTRACT COVER SHEET

*This form must be completed before the contract is transmitted to the contractor/consultant.*

*Include this completed form in Novus when submitting the contract for approval.*

*This form does not apply to grant awards, sub-awards, or intergovernmental agreements.*

- Project Name/Novus Title:
  - Standard Lewis and Clark County contract template used: **YES**      **NO**
    - Legal has completed review of agreement: **YES**      **NO**
  - Procurement method: **NOT APPLICABLE**      Explain in comment box
    - For methods other than Small Purchase – Quote, attach documentation of procurement method used (e.g., limited solicitation form or legal ad for formal solicitations).
  - Purchase is exempt/exception from standard procurement procedures, per county policy: **YES**      **NO**
    - **If YES, provide exemption/exception request form.**
- 
- Budget Authority: **YES**      **NO**      **NOT APPLICABLE**
  - Is this a public works contract subject to prevailing wage requirements? “Public works contract” means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES**      **NO**
    - If YES, is project subject to \$50,000 performance and payment bond? **YES**      **NO**
  - Is project subject to 1% Contractor's Gross Receipts Tax\* (CGR)? **YES**      **NO**
    - **If YES, submit CGR form to Finance Department.**
  - Is this contract funded through a grant? **YES**      **NO**      **IF YES, COMPLETE NEXT PAGE.**
- Additional comments:

Signatures:

\_\_\_\_\_  
Elected Official/Department Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Officer or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Officer or Designee

\_\_\_\_\_  
Date



# CONTRACT COVER SHEET

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## **CONTRACTS FUNDED WITH GRANTS:**

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

**Include a copy of the grant/contract funding the contract.**

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES**      **NO**
  - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES**      **NO**
  - If YES, have these requirements been incorporated into the contract? **YES**      **NO**

## **For Contracts Funded with Federal Grants:**

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). This process requires contractors to provide their System for Award Management (SAM) Unique Entity Identifier (UEI). For assistance, see "Obtaining a federal UEI" guidance document on the Grants and Purchasing intranet page. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file.

## **Contractor's UEI:**

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, [amccauley@lccountymt.gov](mailto:amccauley@lccountymt.gov), 406-447-8383, City-County Building, Room 225

Signature:

---

Grants Administrator or Designee

---

Date

---

## **Administrative Use Only**

Date of debarment/suspension check in SAM

Passed: **YES**      **NO**

FFATA Reporting Needed? **YES**      **NO**

Reporting Period:

## **LEWIS AND CLARK COUNTY INDEPENDENT CONTRACTOR CONTRACT**

This Contract is entered into by and between Lewis and Clark County, Montana, herein referred to as "COUNTY", and Colton J. Johnson, proprietor of Montana Tree Care herein referred to as "CONTRACTOR", whose address is P.O. Box 257, Clancy, MT 59634, phone number is (406) 321-4299, Contractor Registration Number is 315649IC, Social Security Number is on file, and System for Award Management (SAM) Unique Entity Identifier (UEI) is MGMQM6H9YN8.

### **THE PARTIES AGREE AS FOLLOWS:**

1. **SCOPE OF SERVICES:** COUNTY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to complete and perform the following work or services:

Climb, limb and fell three (3) mature Ponderosa pine trees uphill using control lines at the Unionville Schoolhouse. Volunteers will dispose of limbs and trunks.

2. **INDEPENDENT CONTRACTOR:** It is understood by the parties hereto that the CONTRACTOR is an independent CONTRACTOR and that neither its principals nor its employees, if any, are employees of Lewis and Clark County for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to section 39-71-401, MCA, the CONTRACTOR has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder. COUNTY shall not have control over the performance of this agreement by CONTRACTOR or its employees, except to specify the time and place of performance. COUNTY shall not be responsible for security or protection of CONTRACTOR'S supplies or equipment.
3. **WARRANTY:** CONTRACTOR warrants that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty for a period of one (1) year from the time services are completed.
4. **LIAISON:** COUNTY'S designated liaison with the CONTRACTOR is Pam Attardo, City-County Heritage Preservation Officer or their designee. The CONTRACTOR'S designated liaison with the COUNTY is Colton J. Johnson.
5. **EFFECTIVE DATE AND TIME OF PERFORMANCE:** CONTRACTOR will begin work upon approval of this contract by both parties, and CONTRACTOR shall complete work by May 31, 2024.
6. **COMPENSATION:** For the satisfactory completion of the services to be provided under this Contract, COUNTY will pay the CONTRACTOR One thousand five hundred dollars (\$1,500.00). Additionally, CONTRACTOR must withhold at least one thousand dollars (\$1,000.00) of the total contract price pursuant to section 18-2-404 (2), MCA, until the termination of this contract, but may not withhold more than five percent (5%) of the total contract price pursuant to section 18-2-316, MCA, if the contractor is performing by the terms of this contract.

7. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest.
8. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of COUNTY. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.
9. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are the property of the COUNTY which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the CONTRACTOR. No material produced in whole or in part under this contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the COUNTY.
10. INDEMNIFICATION: The CONTRACTOR waives all claims and recourse against Lewis and Clark County, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR'S performance of this contract except for liability arising out of concurrent or sole negligence of Lewis and Clark County or its officers, agents or employees. Further, the CONTRACTOR will indemnify, hold harmless, and defend Lewis and Clark County against all claims, demands, damages, costs, expenses or liability arising out of the CONTRACTOR'S negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of Lewis and Clark County or its officers, agents or employees.
11. INSURANCE: CONTRACTOR shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000.00) for each occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate. CONTRACTOR also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to the COUNTY prior to commencing work under this agreement. The COUNTY must be listed as an additional insured on the general liability insurance certificate for this agreement. Insurance certificates will be attached to this agreement.
12. COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with applicable federal, state, and local laws, rules and regulations. The CONTRACTOR or subcontractors doing work



on this project will be required to obtain registration with the Montana Department of Labor and Industry. CONTRACTOR is responsible for obtaining any and all permits required to perform the Contract. CONTRACTOR shall also comply with the applicable federal laws, rules, and regulations provided in **Exhibit A** of this agreement.

13. **NONDISCRIMINATION:** The CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or sexual orientation.
14. **PREFERENCE:** CONTRACTOR unequivocally agrees to give preference to the employment of bona fide Montana residents in compliance with MCA 18-2-403 (1). Pursuant to MCA 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the CONTRACTOR shall ensure that at least 50% of the workers of the contract (including workers employed by subcontractors) working on the project will be bona fide Montana residents.
15. **SPECIAL FUEL TAX:** ***This Section only applies if the Contractor is doing work pertaining to a public road.*** As stated in the Montana Codes Annotated (MCA) 15-70-403(8-9), fuels used by the CONTRACTOR and their subcontractor(s) in connection with any work performed under contracts pertaining to the construction, reconstruction, or improvement of a highway or street and its appurtenances awarded by any public agencies, including federal, state, county, municipal or other political subdivisions, must be fuel on which Montana fuel tax has been paid.
16. **CONTRACTORS GROSS RECEIPTS TAX:** All contractors or subcontractors working on a publicly funded project are required to pay or have withheld from earnings one percent (1%) of the gross contract price. This tax applies to public contracts of eighty thousand dollars (\$80,000.00) and above.
17. **PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE:** The parties understand and agree that performance of this contract is in Lewis and Clark County of Montana and that in the event of litigation concerning it, venue is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.
18. **ATTORNEY FEES:** Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.
19. **TERMINATION OF CONTRACT:** Either party, upon thirty (30) days written notice to the other party, may terminate this agreement.

COUNTY:

CONTRACTOR:

Date: \_\_\_\_\_

Date: 4/15/24

\_\_\_\_\_  
Andy Hunthausen, Chairman  
Board of County Commissioners  
Lewis and Clark County

Colton J. Johnson  
Colton J. Johnson, proprietor of Montana  
Tree Care

State of Montana  
County of Lewis and Clark

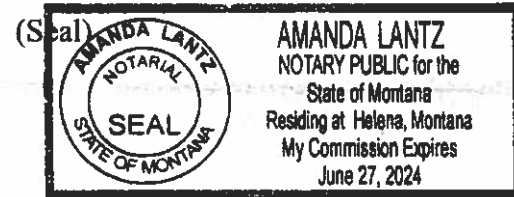
ATTEST:

This instrument was acknowledged before  
me on 4/15/2024 [date] by Colton J.  
Johnson, proprietor of Montana Tree Care as  
of

\_\_\_\_\_  
Amy Reeves, Clerk and Recorder

(Seal)

Amanda Lantz  
(Signature of Notarial Officer)



## EXHIBIT A

The contract to which this addendum is attached is made using federal assistance provided to Lewis and Clark County by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to the CONTRACTOR, as a contractor of Lewis and Clark County, according to the County’s Award Terms and Conditions signed on June 15, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Equal Opportunity.** CONTRACTOR shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. **Minority and Women Business Enterprises.** CONTRACTOR hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, CONTRACTOR hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
  - a. Including qualified women’s business enterprises and small and minority businesses on solicitation lists;
  - b. Assuring that women’s enterprises and small and minority businesses are solicited whenever they are potential sources;
  - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women’s business enterprises;
  - d. Where the requirement permits, establishing delivery schedules which will encourage participation by women’s business enterprises and small and minority business;
  - e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
  - f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

3. **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the CONTRACTOR is required to verify that none of CONTRACTOR’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The CONTRACTOR must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Lewis and Clark County. If it is later determined that the CONTRACTOR did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONTRACTOR agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended\***. CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. CONTRACTOR shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

\*Purchases over \$100,000 - CONTRACTOR must sign the certification on the last page of this exhibit.

5. **Access to Records**. The CONTRACTOR agrees to provide the Lewis and Clark County, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.

The CONTRACTOR agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

6. **Rights to Inventions Made Under a Contract or Agreement**. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)**. (Applies

**only to purchases over \$100,000, when laborers or mechanics are used.)** Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. **Clean Air Act & Federal Water Pollution Control Act. (applies to purchases of more than \$150,000.)** The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The CONTRACTOR agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Lewis and Clark County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE).** CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
- a. Procure or obtain;
  - b. Extend or renew a contract to procure or obtain; or
  - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).



- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

10. **Procurement of Recovered Materials:** (applies only if the work involves the use of materials). In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP4035 awarded to Lewis and Clark County by the U.S. Department of the Treasury."
12. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), CONTRACTOR is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.
13. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONTRACTOR is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
14. **Title VI of the Civil Rights Act of 1964 – Protections to persons with Limited English Proficiency.** The CONTRACTOR and any of the CONTRACTOR's sub-grantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22,

which are herein incorporated by reference and made a part of this contract or agreement.

15. **Drug-Free Workplace.** The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Governmentwide implementation (2 CFR §182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). By signing the application, the AOR agrees that the recipient will provide a drug-free workplace and will comply with the requirement to notify SAMHSA if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR § 182; HHS implementing regulations are set forth in 2 CFR § 382.400.
16. **Mandatory Disclosures.** Consistent with 45 CFR § 75.113, applicants and recipients must disclose in a timely manner, in writing to the COUNTY, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the COUNTY all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 45 CFR § 75.371 – Remedies for noncompliance, including suspension or debarment (see 2 CFR §§ 180 & 376 and 31 U.S.C. 3321).
17. **Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 CFR § 175.** The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:
  - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b) Procure a commercial sex act during the period of time that the award is in effect;
  - or,
  - c) Use forced labor in the performance of the award or subawards under the award.

*- This form is required only for purchases of more than \$100,000 -*

**31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of CONTRACTOR’s  
authorized official

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print name of person signing above)

\_\_\_\_\_  
(Print title of person signing above)